

Exhibit A

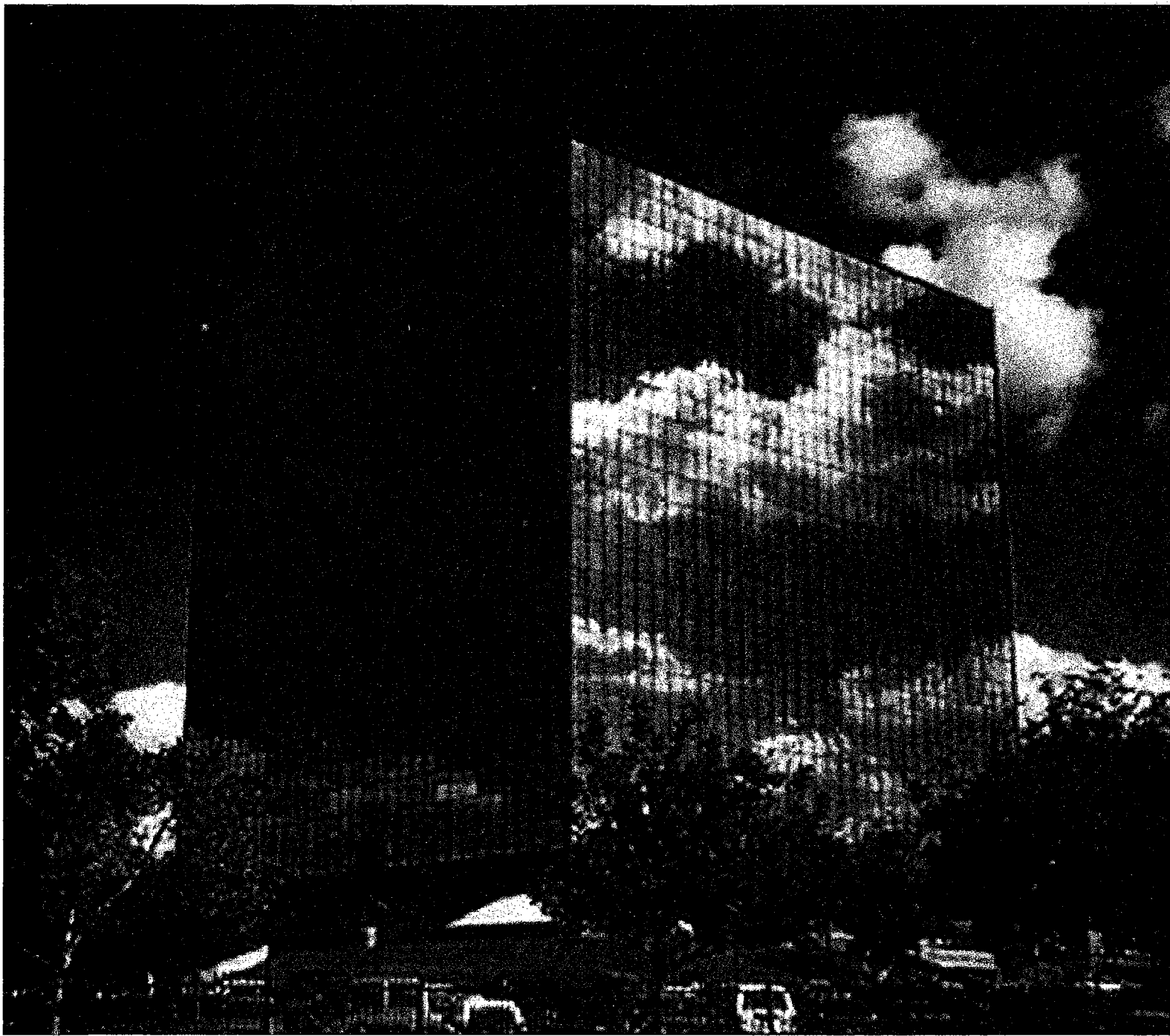
COUNTY OF LOS ANGELES Department of Public Works Professional Liability Insurance Program

Summary of Department of Public Works Services

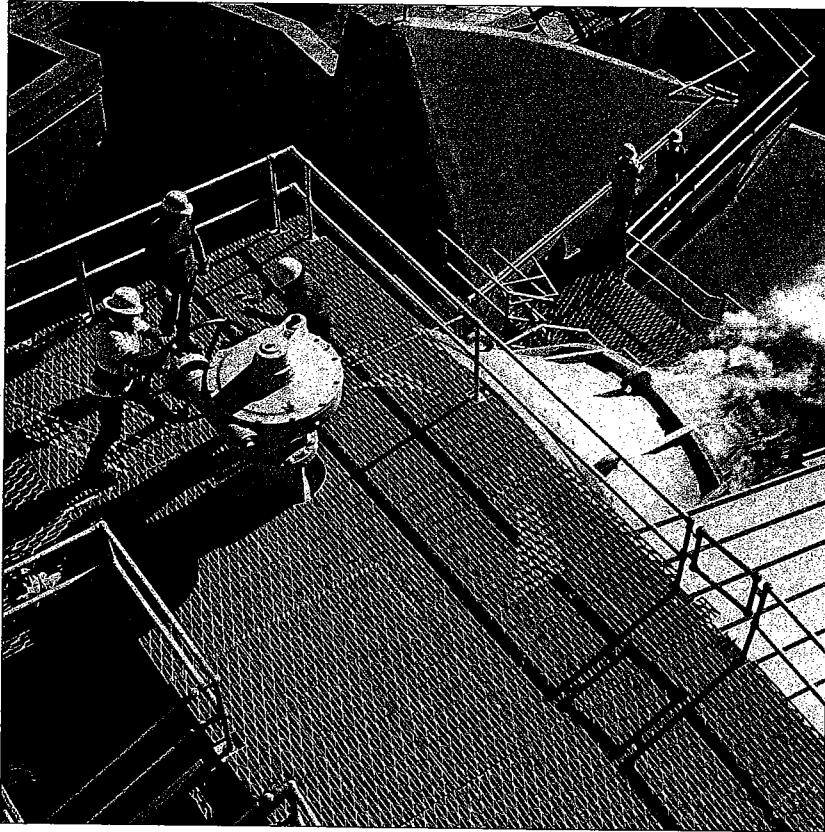
County of Los Angeles



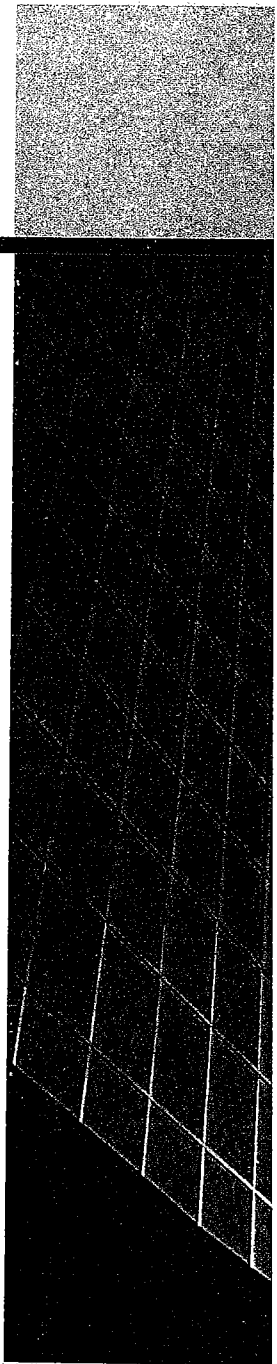
Department of Public Works



The Mission



We provide
public works
services in a
responsive,
efficient, and
cost-effective
manner.



An Overview...

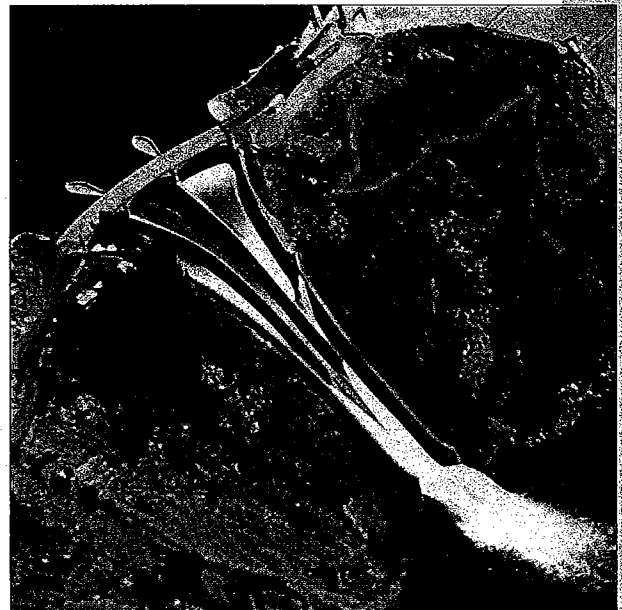


The Los Angeles County Department of Public Works was formed on January 1, 1985, consolidating the former County Road Department, a portion of the County Engineer-Facilities, and the County Flood Control District. In 1995, Public Works assumed the responsibility for capital projects from the County Internal Services Department.

Divided into 30 divisions and groups, Public Works employs over 3,500 people in approximately 450 separate job classifications, including professional, technical, clerical, and skilled craft workers. Public Works' operating budget is over \$1 billion and is funded by restricted revenues, such as gas sales tax, benefit assessment, water and sewer sales, user fees, and contract cities revenues. Headquartered in Alhambra, California, Public Works has 77 field facilities in strategic locations throughout Los Angeles County to better serve its one million residents in the unincorporated County areas, as well as contract cities.

Public Works is responsible for the design, construction, operation, maintenance, and repair of roads, bridges, airports, sewers, water supply, flood control, water quality, and water conservation facilities and for the design and construction of capital projects. Additional responsibilities include regulatory and ministerial programs for the County of Los Angeles, Los Angeles County Flood Control District, other special districts, and contract cities that request services. A 24-hour Emergency Operations Center is maintained to respond to problems reported by the public and other agencies, as well as major emergencies, such as floods, earthquakes, fires, and other disasters.

Public Works is dedicated to protecting property and ensuring public safety. By striving to increase productivity and efficiency while continuing to emphasize and provide the highest levels of service, Public Works looks forward to successfully meeting the challenges of the future through new technology and continued high standards.

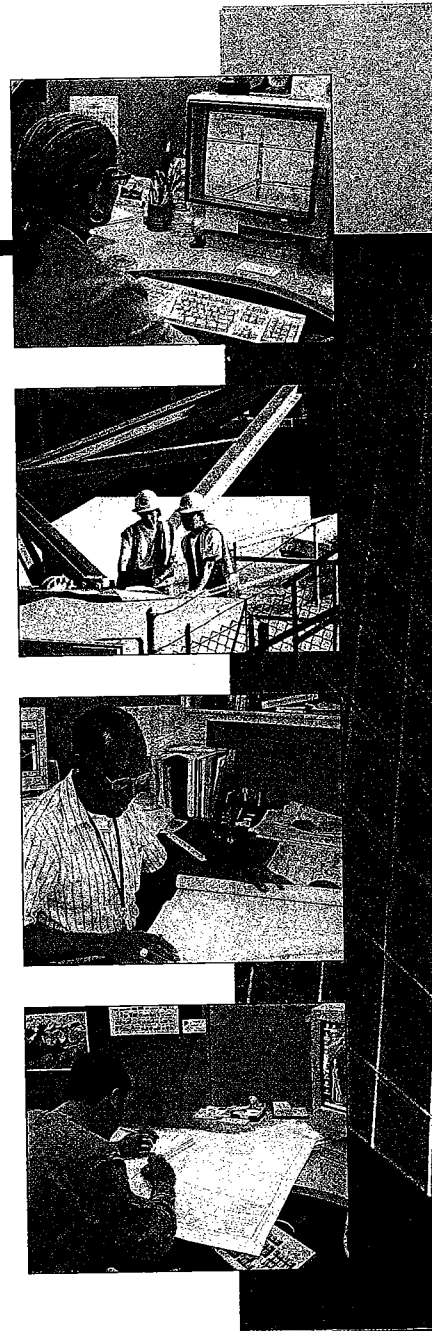


Morris Dam Spillway

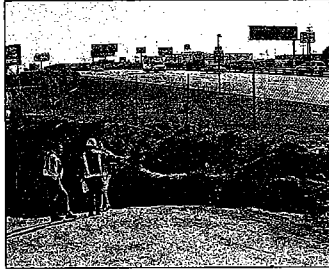
Engineering

Over 400 professional engineers and approximately 250 graduate-level engineers are employed in a variety of engineering disciplines, including civil, electrical, mechanical, structural and architectural, with numerous specialties within their fields.

- Oversee the design, plan preparation, and administration of all construction phases of County capital projects.
- Study traffic concerns and recommend solutions to improve mobility on our congested local highways and streets. Administer numerous multi-jurisdictional Intelligent Transportation Systems projects, as well as continue to provide innovative traffic control devices; adopt traffic regulations; design traffic signals and advanced technology traffic signal coordination systems; provide alignment, signing, and striping of complex, nonstandard intersections while encompassing pedestrian safety issues; install street lighting; and review and analyze development projects to determine their impact and required traffic mitigation.
- Administer the operation and maintenance of over 100,000 street lights in the unincorporated areas and various contract cities.
- Develop and direct the operation of the County's dams, spreading grounds, and seawater barriers; perform hydrology and sedimentation studies; gather and disseminate hydraulic and hydrological data; perform frequency analysis of rainfall and runoff; collect stream flow, precipitation, and evaporation data; forecast runoff; analyze flood flows and take well measurements; create hydrologic computer models and build physical hydraulic models; manage reservoirs, debris basins and disposal areas; perform studies and improvement planning on facilities under its direction; and prepare maps of watersheds burned by brush fires and potential mud flow areas.
- Permit, check plans, inspect and monitor industrial waste facilities and underground storage of hazardous materials for the County and a large number of the incorporated cities.
- Design, check plans, and inspect roads, road improvements, bridges, bicycle trails, sewers, street lights, traffic signals, and flood control facilities and watersheds.
- Monitor and analyze water quality for surface and underground water to protect County flood control and water conservation facilities and to prevent contamination of the County's groundwater resources.



Construction - REGULATORY ISSUES



Site Inspection



Building Inspection



Surveyor

BUILDING AND SAFETY

Issue over 30,000 permits each year covering construction valued at approximately \$2 billion. Eleven district and 17 branch offices enforce structural, plumbing, mechanical, and electrical codes through the plan check and inspection process in the unincorporated areas and in contract cities.

GEOTECHNICAL AND MATERIALS ENGINEERING

Ensure proper land development in the unincorporated areas from geology and soils engineering to subdivision mapping standards.

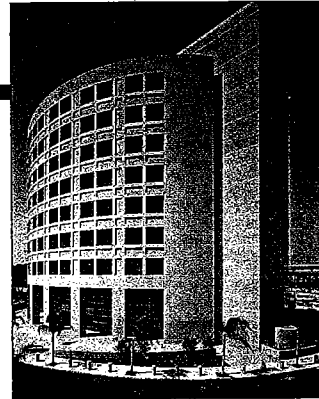
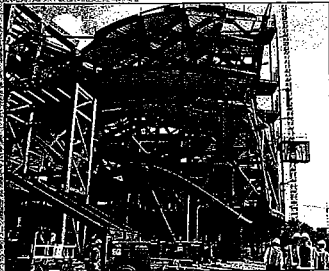
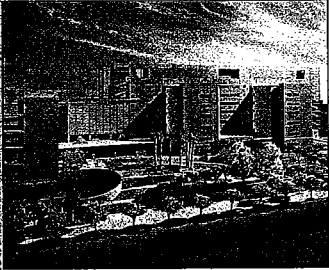
LAND DEVELOPMENT

Provide for appropriate infrastructure installation by developers, involving the design and installation of sewers, storm drains, streets, lighting, and water mains.

SURVEYING/PUBLIC RECORDS COUNTER

Provide survey services for engineering and construction activities. Maintain a system of precise horizontal and vertical surveys necessary to accurately relate property and infrastructure records in our complex urban environment. Maintain and catalog public land/survey records.

Capital Projects



PROJECT MANAGEMENT

Develop and implement complex capital projects, including project management; direct all technical aspects of the development process; and manage consultants involved in planning, procurement, design, construction, and project delivery within established budgets and schedules.

Administer and monitor contracts, and prepare requests for proposals for architectural and engineering services.

Design and prepare plans for small- to medium-sized County capital projects; review plans prepared by consultants for major capital projects and earthquake repair projects.

ARCHITECTURAL ENGINEERING

Prepare contracts for capital projects and monitor the contracts through project construction. Prepare requests for proposals for consultant contracts for architectural and engineering services as well as for other design-related disciplines.

Design, prepare plans, and construct the different phases of County capital projects for small- to medium-sized facilities and for additions/alterations to existing facilities. Review construction documents prepared by consultants for major capital projects and for earthquake repair projects. Review design-related issues including quality of construction and the maintainability and longevity of the facility designs.

Provide quality and code inspections for County buildings during the construction process.

Top left photo: Los Angeles County + USC Medical Center
Bottom left photo: Disney Concert Hall Construction
Right photo: Airport Courthouse

Water

Public Works is responsible for the design, construction, operation, maintenance, and repair of sewers, water supply, flood control, and water conservation facilities.

WATER CONSERVATION

Conserve each year in Los Angeles County an average of 220,000 acre-feet of local storm water runoff that would otherwise waste to the Pacific Ocean. This amount, valued conservatively at over \$70 million, consists of direct storm runoff and post-storm releases from the dams. The water flows to 27 groundwater recharge areas, or spreading grounds, consisting of natural river bottoms and spreading basins and pits. During non-storm periods, the artificial recharge program is supplemented by spreading almost 75,000 acre-feet of untreated imported water and 50,000 acre-feet of reclaimed water.

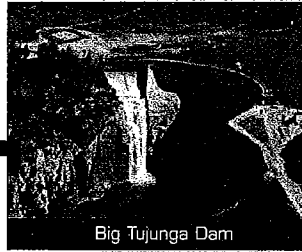
Operate and maintain three seawater barriers in Los Angeles County. These barriers inject treated imported water into the freshwater aquifers along coastal areas to prevent the intrusion of saltwater inland. The aquifers protected by the barriers supply nearly 20 percent of the water used in Los Angeles County.

WATERWORKS

Administer five Waterworks Districts in addition to the Marina Del Rey Water System, providing water for domestic use and fire suppression for over 200,000 residents.

FLOOD CONTROL

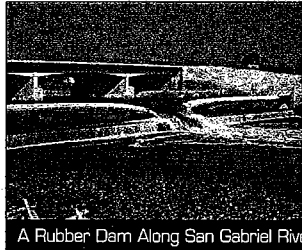
Operate and maintain 15 major dams and nearly 500 miles of open channel, 2,500 miles of underground storm drains, over 70,000 catch basins, 300 debris retaining structures and 230 concrete streambed stabilization structures, 40 pumping plants, and 27 spreading grounds throughout Los Angeles County.



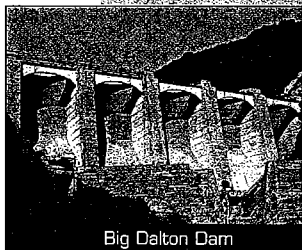
Big Tujunga Dam



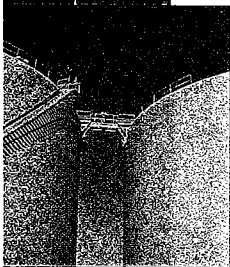
Storm Drain Outlet



A Rubber Dam Along San Gabriel River



Big Dalton Dam



Water Tanks

Roads

Public Works is responsible for the maintenance, repair and construction of County roadways, parkways, and bridges, as well as implementing improvements to relieve traffic congestion.

ROADS AND BRIDGES

Maintain over 3,100 miles of major roads and local streets in the unincorporated areas and over 1,700 miles in 22 incorporated cities. This includes over 1,500 signalized intersections, nearly 4,500 miles of striping, over 180,000 traffic signs, 6,000 street lights, 45,000 street name signs, as well as pavement markings, painted curbs, and raised traffic markers.

Provide a full range of road services, including slurry seal, street sweeping, pothole repair, tree trimming, and center median landscaping.

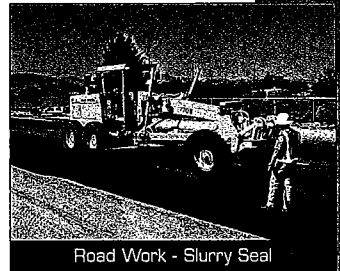
Maintain nearly 500 bridges in the unincorporated areas and inspect and maintain 1,500 more bridges for 67 contract cities.

BUSES AND BICYCLE TRAILS

Provide alternative methods of transportation like dial-a-ride services and administer contracts for fixed-route shuttle services. Administer recreational transportation services, community shuttles, and the Hollywood Bowl Shuttle Program. Also maintain over 90 miles of bicycle trails throughout the County.



Traffic Signal Maintenance



Road Work - Slurry Seal



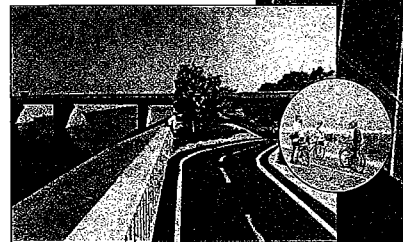
Curb Ramp Construction



Center Median Landscaping



Shuttle Transportation

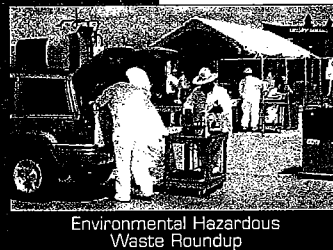


Bike Trail Near Flood Control Channel

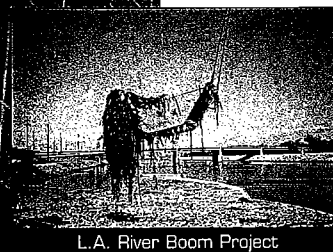
Environmental



Sewer Maintenance



Environmental Hazardous Waste Roundup



L.A. River Boom Project

Public Works is responsible for storm water quality, solid and hazardous waste management, recycling programs, reviewing building construction plans for environmental issues, and a variety of public and youth environmental education outreach programs. Public Works is committed to protect our communities and the environment and provide a higher quality of life for the citizens of Los Angeles County.

SEWERS - Administer two Sewer Maintenance Districts, four sewage treatment plants and nine Tax Zones within the unincorporated areas of Los Angeles County and 42 contract cities. Provide system design, construction, inspection, and maintenance services for over 5,000 miles of sewers and 147 sewage pumping stations, serving over 2 million people within the unincorporated areas and contract cities.

ENVIRONMENTAL - Prepare and administer the Los Angeles County Integrated Waste Management Plan and Hazardous Waste Management Plan which provide direction for proper management of all waste generated within the County. As the County's lead agency, we advise the Los Angeles County Board of Supervisors on all waste management issues. Implement numerous programs to meet State-mandated solid waste reduction goals including recycling, composting, source reduction, household hazardous waste management, public education, etc. Operate six garbage disposal districts serving a population of over 300,000.

Regulate underground storage tanks in the unincorporated areas and 76 cities for protection of groundwater resources. This program is the largest in the State encompassing some 10,000 underground tanks at over 2,500 sites. Site remediation plans are reviewed and approved for the cleanup of contamination caused by leaking underground storage tanks. Regulate industrial waste management systems at over 5,000 generator sites, as well as permit and inspect industrial waste discharges into over 3,000 miles of local sewers within the unincorporated areas and 38 contract cities. Respond as a support unit to reported incidents involving the existing and/or potential discharge of contaminants or toxic materials/waste into Public Works drainage facilities.

WATERSHED MANAGEMENT - Create multipurpose watershed projects, such as groundwater recharge or storm water retention basins with recreational features, improve aesthetics of flood control facilities, increase recreational use of rivers and reservoirs, improve water quality, including creating wetlands and greening river corridors.

Coordinate responsibilities with 88 separate jurisdictions under the National Pollutant Discharge Elimination System Permit Program, or NPDES, for storm water/urban runoff discharges. NPDES requires identification and control of nonpoint sources of pollutants discharging into flood control drainage systems. Programs are implemented to monitor urban runoff and improve the water quality of surface drainage in the unincorporated areas.

Other Responsibilities

AVIATION

Own and operate five general aviation airports, including Fox Field in Lancaster, Brackett Field in La Verne, Whiteman in Pacoima, Compton/Woodley in Compton, and El Monte.

Approximately 2,000 aircraft are based at these airports. Each year, over 600,000 takeoffs and landings occur at these locations.

Over 60 private businesses operate on leased property at the County airports.

PROPERTY MANAGEMENT AND REAL PROPERTY SERVICES

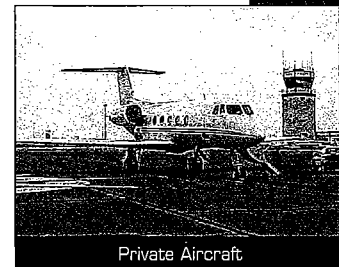
Acquire rights of way and various real property interests for Public Works projects, which includes preparation of the necessary title reports, legal descriptions, appraisals, and right of way mapping and engineering. This also involves the necessary negotiations and condemnation coordination for the acquisition.

Sell, lease, manage, and coordinate development of Public Works excess property and the joint use of operating property.

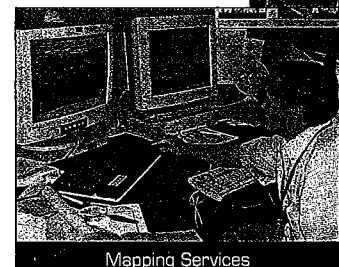
Public Works uses a highly sophisticated Geographic Information System, or GIS, a computerized mapping system, to create maps for more than 200 communities.



Fox Field Airport



Private Aircraft



Mapping Services

Contract Services

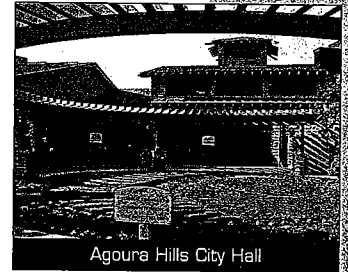
CONTRACT CITIES

Provide to cities, on a cost basis, essentially any service that Public Works provides for unincorporated areas. These services, subject to manpower and equipment limitations, range from a specific request for a one-time project to ongoing routine work, regulatory administration, and capital improvement recommendation within the following categories:

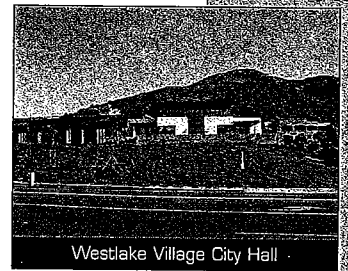
- | | |
|---|---|
| Building and Safety | Map Making and Reproduction |
| Construction Inspection | Materials and Geotechnical Engineering |
| Design | Laboratories |
| Flood Control and Drainage | Real Property and Easement Acquisitions |
| Geology and Soils Engineering | Road and Highways |
| Hazardous Materials Underground Storage | Sewer Design and Maintenance |
| Improvement District Processing | Surveying |
| Industrial Waste | Traffic Engineering |
| Land Development | Water Systems |
| | Traffic Signals Maintenance |

Benefit Assessment District

Provide all services for the County and for the cities to establish Benefit Assessment Districts for installation and maintenance of improvements such as streets, sewers, street lights, storm drains, and water systems.



Agoura Hills City Hall



Westlake Village City Hall

Vision for Tomorrow

Construct, repair, modify and improve various facilities and projects each year.

Based on an annual average over five years, expenditures include approximately:

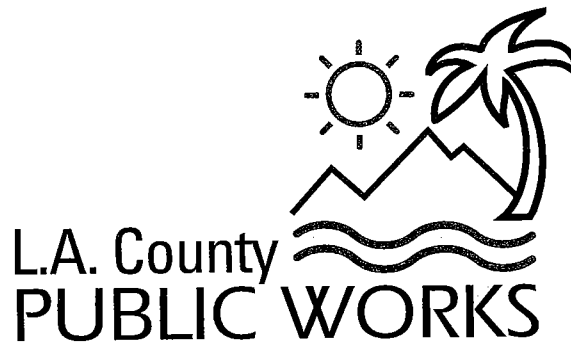
\$4.4 million on airport construction and improvement projects which include planning and marketing studies.

\$131 million on watershed management projects, such as major channelization projects, debris basins, pumping plants, water conservation facilities, and dams, as well as maintenance activities.

\$139 million on bridges, grade separations, reconstruction, road widening, and traffic signals, as well as various maintenance activities including resurfacing, slurry sealing and median landscaping.

\$19.8 million on water tanks, pumps, mains, wells, telemetry, and appurtenant structures relating to the improvement and maintenance of Waterworks Districts throughout the County.

\$14.6 million on sewer projects relating to replacement, rehabilitation and renovation of deteriorating cement sewer lines and old sewage pump stations.



Los Angeles County Vision



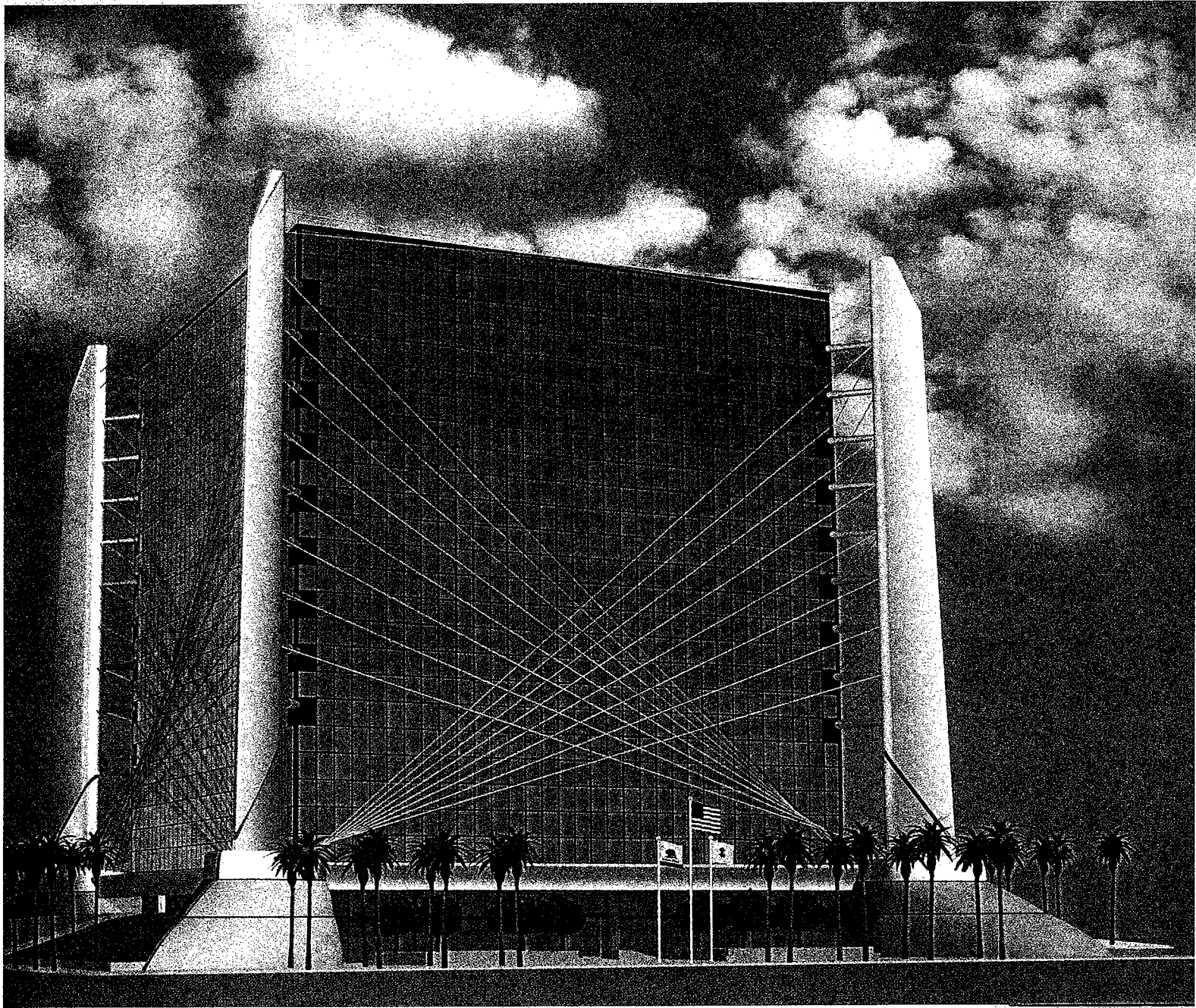
Our *purpose* is to improve the quality of life in Los Angeles County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our *philosophy* of teamwork and collaboration is anchored in our shared values:

- responsiveness
- integrity
- professionalism
- commitment
- accountability
- a can-do attitude
- compassion
- respect for diversity

Our *position* as the premiere organization for those working in the public interest is established by:

- a capability to undertake programs that have public value,
- an aspiration to be recognized through our achievements as the model for civic innovation,
- a pledge to always work to earn the public trust.



Los Angeles County
BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District



James A. Noyes
Director of Public Works

Los Angeles County
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331
Information Telephone: (626) 458-5100
TDD: (626) 282-7829
Website Address: www.ladpw.org

inside printed on recycled paper

Exhibit B

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

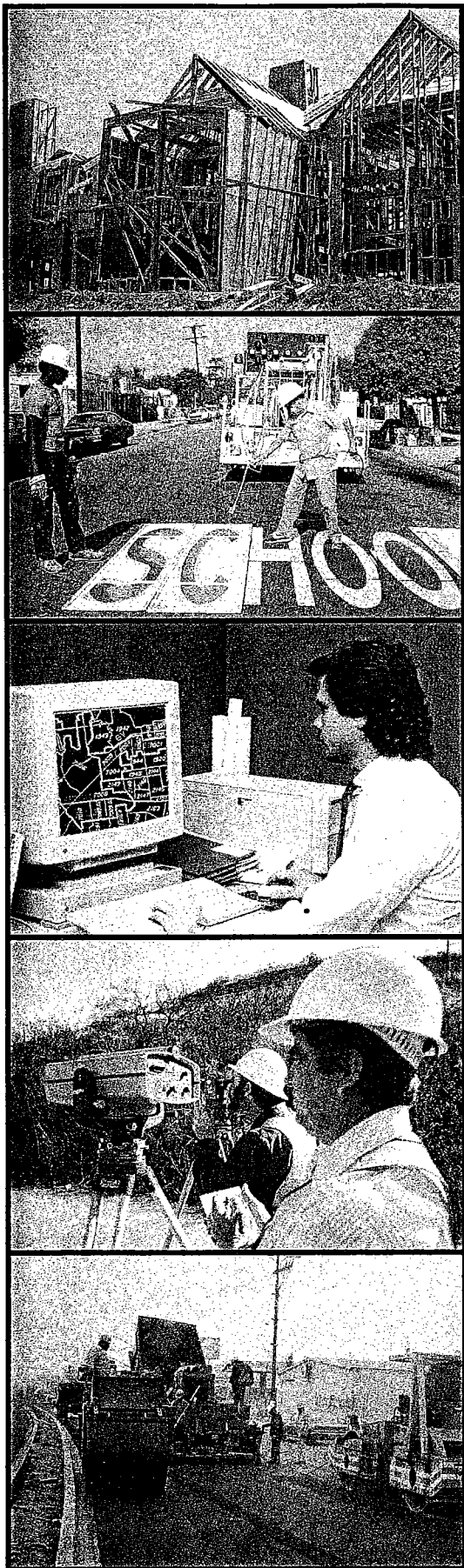
**Services Provided to Cities & Other Governmental
Agencies by Department of Public Works**

Total Billings for Services Provided to Other Governmental Clients (Non-Cities)

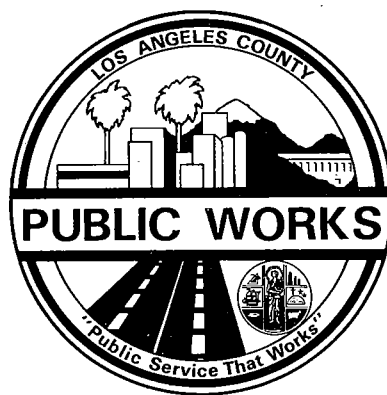
	FY99-00	FY00-01	FY01-02	Total
Governmental Agency's Name	Billing Amount	Billing Amount	Billing Amount	Billing Amount
State Agencies				
Calif. Integrated Waste Management Board	\$ 325,013.24	\$ 281,856.23	\$ 80,266.05	\$ 687,135.52
California State University, Long Beach		2,811.64	2,943.25	5,754.89
State of California	50,633,884.07	61,680,910.04	25,687,336.27	138,002,130.38
State of California /Dept. Park & Recrea		640,851.91	7,226.00	648,077.91
State of California /Div. Structure Main		520,820.00	107,340.00	628,160.00
Total State Agencies	\$ 50,958,897.31	\$ 63,127,249.82	\$ 25,885,111.57	\$ 139,971,258.70
Federal Agencies				
Secretary of Housing & Urban Dev	\$ 27,686.27	\$ (2,821.37)	\$ 2,447.86	\$ 27,312.76
Secretary of Veterans Affairs		327.90	1,517.80	1,845.70
U S Dept. of Agriculture, Forest Service	238,321.16			238,321.16
U.S. Environmental Protection Agency	21,721.71			21,721.71
Total Federal Agencies	\$ 287,729.14	\$ (2,493.47)	\$ 3,965.66	\$ 289,201.33
Subtotal State & Federal Agencies	\$ 51,246,626.45	\$ 63,124,756.35	\$ 25,889,077.23	\$ 140,260,460.03

	FY99-00	FY00-01	FY01-02	Total
	Billing Amount	Billing Amount	Billing Amount	Billing Amount
Other/Local Governmental Agencies*				
Alameda Corridor Transp. Authority	\$ 428,314.21	\$ 818,460.61	\$ 511,075.55	\$ 1,757,850.37
Carmelitos Housing Community	2,081.90	1,545.26	3,243.91	6,871.07
County of Orange / Environment Mgmt.	2,349.50	2,349.50	2,349.50	7,048.50
County Of San Bernardino	775.40	304.79	567.37	1,647.56
LACMTA	8,499,746.42	7,311,896.85	7,384,223.36	23,195,866.63
Las Virgenes Unified School District	112.00			112.00
Long Beach Unified School Dist.	390.50			390.50
Los Angeles County Sanitation	217,447.61	(63,417.51)	5,564.16	159,594.26
Orange County Sanitation District		1,038.50	1,038.50	2,077.00
Orange County Water District		136,773.49	394,298.73	531,072.22
So. Coast Air Quality Mgmt. Dist. (AQMD)	101,165.88		18,407.84	119,573.72
Water Replenishment Dist. of So. Calif.	41,196.42	10,100.00	36,260.37	87,556.79
Total Other/Local Governmental Agencies	\$ 9,293,579.84	\$ 8,219,051.49	\$ 8,357,029.29	\$ 25,869,660.62
Total State, Federal, and Other/Local Governmental Agencies	\$ 60,540,206.29	\$ 71,343,807.84	\$ 34,246,106.52	\$ 166,130,120.65

* Local governmental agencies exclude internal billings to Los Angeles County departments.



Contract Services for Cities



County of Los Angeles
Department of Public Works

CONTENTS

Introduction	1
Building and Safety	2
Construction Inspection	2
Design Services	3
Flood Control and Drainage	3
Geology and Soils	4
Hazardous Materials Underground Storage	4
Improvement District Processing	5
Industrial Waste	5
Land Development	6
Mapping	6
Materials and Geotechnical Engineering Laboratories	7
Real Property	7
Roads	
Road Design and Construction Services	8
Road Maintenance Services	8
Road, Permits and Utility Services	10
Road Traffic and Lighting Services	10
Sewer Design	11
Sewer Maintenance	11
Surveying	12
Water Systems	12

INTRODUCTION

Los Angeles County Department of Public Works was formed in 1985 by consolidating the Road Department, the Flood Control District and the public works functions of the County Engineer Department. The purpose of this brochure is to acquaint the cities and the other agencies that work with us of the service we have available, our service policies, and our resources. We provide public works services in a responsive, efficient and cost effective manner.

The Director of Public Works serves as the County Engineer, County Surveyor, County Road Commissioner, Chief Engineer of the County Flood Control District, County Building Official, County Director of Aviation, Administrator of Sewer Maintenance Districts, and Chief Engineer and Superintendent of 12 County Waterworks Districts. Additionally, he serves as Building Official for 22 cities, and as City Engineer for 14 cities.

The Department of Public Works will generally provide to a city on a cost basis essentially any service that the Department provides for County areas, subject to manpower and equipment limitations. These services range from a request for a specific service limited function or one-time project to contracting to do ongoing routine work, regulatory administration, and recommending and administering contracts for capital improvement projects. It is the Department's intent to make available to the cities cost effective services in our areas of expertise.

The Director can be designated as City Engineer for any city upon request. He will assign a Registered Civil Engineer with extensive professional and departmental expertise to function in his behalf as City Engineer. That person will charge the city directly for his time only when performing duties as City Engineer. His services as a city services coordinator are covered by the overhead costs applied to all service request billings.

Any requested service will be performed in accordance with local ordinances and codes, State and Federal laws, applicable City, County, State and Federal standards, normal accepted professional engineering practices and the terms of City-County agreements. Any request for a deviation from our standard service level must be a result of direct City Council action or a request from a responsible city official.

More detailed information on any of these services described herein is available by contacting the City Services Section at (818) 458-3917, Monday through Thursday between the hours of 7:15 a.m. and 6:00 p.m..

BUILDING AND SAFETY

Building and Safety Division provides the community with services designed to safeguard the public's safety and welfare through the enforcement of Building, Grading, Plumbing, Electrical, Mechanical and Rehabilitation Codes as well as all pertinent local, state and federal ordinances. Highly qualified plan checkers, building inspectors and support staff are available to staff city facilities or local branch offices. All permit issuance and related tasks are accomplished by individuals sensitive to local community needs.

City and branch offices are supported by a large diversified central office group. A staff of specialists is maintained and available on request. Areas of expertise include structural, mechanical, plumbing, electrical, grading and property rehabilitation. Research and Training Sections enable personnel to stay abreast of code modifications and new materials, technology and methods of construction. Our specialists not only provide in-depth knowledge of applicable codes but are active in code writing and professional development on local, state and national code committees.

Our goal is to provide efficient, professional and cost effective services. The use of combination inspectors, whereby one inspector makes all inspections, results in time saving for involved parties and better administrative control and economy. Plan check is performed by staff in local offices resulting in faster service. Peak workload reduction is handled through additional staff or contract services as directed by the city.

A business plan unique to each city is developed. One obvious element of the plan is constant monitoring of revenues and expenses to ensure that revenues meet or exceed city expenses.

Los Angeles County has successfully provided services to cities for over forty years and presently provides Building and Safety services to twenty-two cities.

CONSTRUCTION INSPECTION

The Department can provide construction inspection for both publicly and privately financed public works construction projects, to ensure conformance with approved plans and specifications and all applicable codes and laws. The various types of projects inspected include the new construction, rehabilitation and/or replacement of: sewer lines, storm drains, drainage channels, water mains, water and wastewater treatment plants, pump stations, special structures, recreation and airport facilities.

In order to provide quick and effective services, the outlying regional areas are staffed with inspection personnel who are trained to handle most any construction procedure. In charge of each area is a head construction inspector who assigns and supervises the work of his personnel and has the authority to make decisions at the job site to expedite the construction. In the case of major problems, the central office personnel are available to provide special assistance.

Road projects construction inspection services are covered under the heading of Roads.

DESIGN SERVICES

Design services of the Department are provided by various divisions and sections according to the type of project involved, and will also be referred to under other headings in this brochure. Overall, design services include: bridge and structure design, highway design, preliminary highway engineering, design of traffic signals, street lighting, signing and pavement markings as required for the control of traffic, bikeway design, sewer and water system design and flood control and drainage structure design.

FLOOD CONTROL AND DRAINAGE

The Department of Public Works is charged with the responsibility for protection of life and property from flood and debris damage, and with the conservation of water in the 2760 square mile area of Los Angeles County south of Avenue S in the Antelope Valley with nearly nine million residents. It performs its mission through the construction, operation, and maintenance of a large, highly sophisticated flood protection and water conservation system. The Department is also active in the field of flood plain management, joint use of its facilities and environmental awareness.

A complete range of expertise and services in the flood control and water conservation field is available to cities. The Department's services cover complete hydrologic analysis and comprehensive structural, hydraulic, and mechanical design of flood control and water conservation facilities. This work includes the design of channels, storm drains, debris basins, dams, and all other facilities related to flood control and water conservation.

Advanced planning, program development, and project management of flood control and water conservation projects can also be provided to cities. In addition, contract administration and inspection services can be provided.

Additionally, as City Engineer, services related to participation in the National Flood Insurance Program administered by the Federal Emergency Management Agency can be provided. These include providing Flood Zone information, processing letters of Flood Zone Map Revisions, and application for participation in the Community Rating System. Floodway design and ordinance preparation for nonstructural flood protection through flood plain management and mud flow mapping can also be provided.

An analysis of proposed subdivisions, building permits, and zoning proposals can be provided to assure that they are properly engineered to mitigate flood and debris hazards, and to determine if drainage and debris facilities meet the Department's design standards and will qualify to be transferred to the Flood Control District for maintenance. Technical supervision of groundwater recharge activities, water quality monitoring of ground and surface water, and advice to individual property owners regarding measures they might take to solve their drainage problems can also be furnished.

All services related to flood control and water conservation in Los Angeles County are available to cities through the Department of Public Works.

— GEOLOGY AND SOILS ENGINEERING SERVICES —

The Materials Engineering Division provides a full range of engineering geology and soils engineering services to investigate the safety of potential building sites. Staff also performs landslide investigations and groundwater studies, develops seismic safety elements for city general plans, and conducts geotechnical investigations for a wide variety of projects including; drains, roads, bridges, debris basins, etc.

Specifically, these services consist of reviewing geotechnical reports for environmental impact statements, tentative tract and parcel maps, grading plans, and building plans; reviewing the geotechnical aspects of projects; providing consulting services; and verifying that these services have been performed properly.

As part of their service, our staff analyzes stability of landslides, natural and cut and fill slopes, soil settlement, surficial slope stability and soil erosion, seismic related hazards, contaminated soils, groundwater and seepage, and foundation design.

HAZARDOUS MATERIALS UNDERGROUND STORAGE

This Department was one of the first agencies in the State of California to establish guidelines for the underground storage of hazardous materials and is responsible for the implementation of the same within the Department's jurisdiction. As the local enforcement agency for the State underground tank laws in those cities within Los Angeles County who did not adopt a local ordinance within the time established by law, the Department has implemented the program using State standards with all costs being covered by tank owner fees. The Department can provide at cost, additional reporting and planning services for such cities where information on underground storage tanks is desired beyond that presently furnished to the State Water Resources Control Board.

In addition, the Department is one of only 18 local agencies that contracts with the State to provide oversight for clean up of leaking petroleum underground tank sites. This service is financed through State and Federal leaking underground tank funds with cost recovery from the responsible party by the State. The Department also provides voluntary clean-up oversight services, at established rates, to those owners of underground tank sites that do not qualify for the State program.

IMPROVEMENT DISTRICT PROCESSING

The Department of Public Works provides complete administration services for city improvement districts formed under the provisions of the Streets and Highways Code. Types of projects include sanitary sewers, water systems, storm drains, street improvements, underground utilities and other municipal improvements, usually under provisions of either the 1911 or 1913 Improvement Acts.

Services include preparation of petitions; assessment allocation per parcel and legal notices required under the Acts; and the coordination of engineering design, plan preparation, and construction inspection.

The personnel performing the assessment work are experienced in all procedural aspects and in concert with the city attorney, provide the necessary resolutions, legal descriptions, and other related documents.

INDUSTRIAL WASTE

A comprehensive local industrial waste control program is available to cities to prevent and eliminate local underground and surface water pollution; protect the community sewer system from overloading, damage, and excessive maintenance costs from industrial sources; investigate and abate public nuisance of health hazards resulting from improper waste disposal; and to assist industrial waste producers in complying with local, state and federal laws.

A key element of the program is the industrial waste engineering plan review of all proposed commercial or industrial construction prior to the issuance of building or plumbing permits. Required permits to operate and maintain any system for the disposal, treatment, discharge or storage of industrial wastes must be obtained as a condition of building permit clearance.

An inspection program provides scheduled on-site enforcement of permit conditions. The inspection staff also provides complaint investigation, compliance sampling, monitoring report review, public assistance on waste disposal problems and preparation of legal prosecution for illegal discharges.

Individual local industrial waste control programs are tailored to the community situation as to the condition and capacity of their sewers, type of industries present, requirements of the sewerage agencies, availability of alternate disposal systems and the need to correct past waste disposal abuse. The programs are designed to be self-supporting through the collection of plan check, permit application, annual inspection and other fees. Computerized fee billing and collection services are available as a part of the program.

Also, we can provide a program of on-site methane gas monitoring and review of existing or proposed buildings in designated locations in contract cities which are affected by gas from landfills.

Prior to the issuance of building permits, construction plans in the vicinity of landfills can be reviewed for methane gas protection provisions, and an analysis made of the design data and proposed construction practices to insure that adequate safeguards will be provided.

The Department of Public Works maintains a close working relationship with local and State water quality, health and sewerage agencies to ensure that State and Federal mandated practices of treatment, handling, storage and disposal of all wastes, hazardous or otherwise, are used by industry.

LAND DEVELOPMENT

The Land Development Division provides in one Division most of the land development regulation functions of the Department, enabling greater processing efficiency and consistency of requirements.

This Division provides a comprehensive review of tentative land division maps and provides recommendations to the city planning commission concerning requirements for sewers, street improvements, drainage or flood control measures, geology, grading of slopes, water system requirements, etc.

After tentative approval by the city, the Department can furnish complete checking and processing of the final map and all required improvement plans and bonds. After all requirements are met and bonds for improvements posted, the final map is filed with the County Recorder.

Also available to a city are: reviews of environmental impact reports and improvement requirement reviews for zone exception cases or conditional use permits.

MAPPING

A complete range of mapping services is available through City-County Agreements and service requests. This includes the preparation of legal descriptions and maps for annexations to cities, school districts, and various other districts in accordance with the standards of the State Board of Equalization and the requirements of the Local Agency Formation Commission.

A computer-operated automated graphics system contributes to the high productivity and accuracy of the mapping and drafting services, resulting in greatly reduced costs. Planning and engineering staffs of many cities have utilized these services, resulting in significant time and cost savings. The stored data can be entered in "layers" so that a map can be drawn from computer memory to any desired scale and include anything from the bare base map up to any number of "overlays" such as house numbers, zoning and setbacks, sewer systems, water systems or other information that has been entered into the systems memory.

MATERIALS AND GEOTECHNICAL ENGINEERING LABORATORIES

The Materials Laboratories of the Department of Public Works provide a full range of soils, engineering geology, and materials engineering services for the design, construction and maintenance of roads, bridges, dams, pump stations, debris basins, storm drains, retaining walls, slopes, cuts and fills.

Soils engineering and geologic services include subsurface exploration, laboratory testing and engineering analysis to determine parameters for foundations, earth loads and construction requirements. Materials engineering services include the selection and evaluation (quality assurance and performance) of construction materials, such as concrete-cements, admixtures, aggregates, foundry castings, rock products, soil additives, structural and reinforcing steel, and manufactured products.

For road projects, the laboratory services include slope stability analysis, structural section design of roads by CBR (California Bearing Ratio) test or R value analysis, resurfacing design by deflection analysis (Road Rater, Benkelman Beam) and physical testing of materials such as soils, steel, asphalt, concrete, pipe, paint, galvanizing, emulsions, epoxies and sealing materials. Additional services include pavement management systems based on Road Rater data and computer analysis, skid testing, asphalt and concrete plant inspection, and landslide investigations. These services include all necessary tests and reports to meet federal funding requirements for road improvements.

We can also provide a consulting service to cities for street maintenance techniques including recycling, chip seals, cape seals, fabric overlays, and subsealing of concrete pavements.

REAL PROPERTY

The Department of Public Works can provide any needed real property service to cities for the acquisition of right-of-way including the preparation of right-of-way and site maps, legal descriptions, and title reports; the appraisal of real and personal property and business goodwill; the gratis or purchase negotiation for right of way acquisition; condemnation proceedings; handling of the escrow process; and the relocation of those persons to be displaced by the project. Other activities include concessions and the leasing, developing and managing of real property assets. These services are available in various combinations as necessitated by a project.

The Department of Public Works is one of the few agencies in Southern California that is qualified to handle and verify the acquisition of right-of-way on Federal-aid highway projects.

ROAD DESIGN AND CONSTRUCTION SERVICES

This Department can provide contract plans and estimates for resurfacing, reconstruction, widening, and construction of new roads, including drainage and appurtenances such as walls and fences. Drainage design ranges from adding to existing facilities to constructing complete drainage systems within the road right of way.

The Bridge and Structures Design unit can provide engineering design services including bridge seismic retrofit design and prepares plans for major structures to be placed within public right of way. Also, plan checking of bridges and/or structures to be constructed by developers or others can be provided.

The Department can do studies for inclusion of new highways on a city's General Highway Plan. It can also prepare environmental documents for road projects and review documents by other agencies and developers.

The Department can provide contract administration services, prepare specifications and bid packages for roadway contracts administered by a city, and also furnishes the city council with recommendations for advertising, award and acceptance of contracts.

Construction inspection services which can be provided by the Department include the inspection of highway and bridge construction, traffic signals, street lighting and highway landscaping to assure conformance with the plans and specifications. Such inspection services can be for publicly funded improvements or for the privately funded improvements for new subdivisions or commercial/industrial developments. The inspection staff is familiar with the special requirements on federally funded projects and has also frequently inspected city-administered and/or funded projects.

Complete project management services can be furnished for a city road project.

ROAD MAINTENANCE SERVICES

The street related maintenance services that the Department of Public Works can supply range from full maintenance at the same level applicable in unincorporated County areas, including monthly inspections, down to specific work by City request only.

Road maintenance services available include road and alley surface maintenance comprised of skin patching, pothole patching, crack sealing, and slurry and chip sealing by contract and force account, including design, contract packages and inspection. Vegetation control services can also be provided, including the cutting and grinding of vegetation and the application of herbicide. Litter and debris removal, including the emergency removal of downed trees and limbs, and guardrail and fence maintenance are other services available, as well as parkway structure maintenance including semi-annual sidewalk inspection and curb, gutter, sidewalk repairs and reconstruction either by contract or force account, and drainage facility maintenance including routine inspection and routine repairs as necessary.

Street sweeping services can provide the mechanical cleaning of curbed streets on a weekly basis, including the pickup of debris. Other services available are emergency tree trimming, minor construction projects, "Road Code" maintenance and 24 hour emergency response.

Engineering support services can investigate and resolve citizens' complaints concerning street maintenance under the Department's purview, and investigate damage claims relating to street maintenance.

The Department's Pavement Management System can develop a five-year management program for streets by analyzing materials laboratory data and street surface conditions.

Road services provided to cities by the Department include bridge inspection and maintenance services. The Department inspects approximately 995 bridges in cities within the County bi-annually. These are in addition to 513 bridges in unincorporated County territory, and are located in all but seven of the cities within the County. The maintenance services include bridge rail and guardrail repairs, fencing, construction of wingwalls and stabilizer walls for erosion protection, expansion plate repair, and structural repairs to both timber and concrete bridges.

We can, upon request, fabricate a variety of specialized traffic control devices for cities including traffic marking stencils, custom made traffic control and advisory signs, and large (Type III) barricades. Parking meter maintenance services are available upon request.

The Department can furnish materials, labor and equipment for installing and maintaining new striping, pavement markings, curb markings and raised pavement markers. Existing traffic striping, pavement marking and curb markings can be maintained similar to unincorporated County areas, which is done every 18 months or a shorter time period if requested by the City. Traffic signs and street name signs can be furnished and installed. Signing maintenance can be provided to clean all traffic signs, and reset and straighten all posts once every three years. Damaged signs and posts can be repaired as needed. There are seven critical, designated traffic signs that, when knocked down, are replaced or reset within three hours of notification.

Sandblasting and grinding services can be provided for the removal of paint and thermoplastic material on pavement or curbs. A computerized inventory of signing, striping, pavement markings and raised pavement markers can be provided, with the ability to keep track of maintenance activity.

Street lighting maintenance is also available, which can include the administration of street lighting assessment districts, including operational and energy costs. Nighttime patrolling in cities and responding to outages and emergency knockdowns, group lamp replacing program, and the maintenance of parking lot lights and underpass soffit lights can also be provided.

Pump house maintenance provides maintenance for lights and electric motors.

Traffic signal and highway safety lighting maintenance can provide routine maintenance on traffic signals approximately every six weeks, extraordinary maintenance as needed, emergency and accident service on call, changing lamps annually, patrol highway safety lighting every three months, and changing of lamps and ballasts as needed.

ROAD, PERMITS AND UTILITIES SERVICES

The Department can provide for the issuance of permits for construction, excavation, moving extralegal loads and placing encroachments within road right of way. We can collect fees and deposits, provide inspection of permit work, patrol streets to enforce compliance with the Highway Permit Ordinance, and respond to complaints.

The Department can prepare and maintain current city maps showing street names, street widths, city boundaries, annexations and new subdivisions.

Substructure maps can also be maintained which display the location of all mainline underground utilities, curbs, gutters, and sidewalks, and references as to how and when the street was constructed. These maps are used when reviewing mainline utility excavation permits to avoid interference, overlapping installations, and conflict.

Road Codes are maintained which give the breakdown of street mileage by street type, as well as information such as the width of right of way and travelled way, curbs, gutters, structural section, date of original construction, and date of last seal coat or resurfacing.

ROAD TRAFFIC AND LIGHTING SERVICES

The Department offers cities the opportunity to contract for a wide variety of traffic engineering services or to request services on an as-needed basis. This allows cities that do not choose to employ a full-time traffic engineer the ability to have access to the Department's total traffic engineering services. The traffic advisor assigned by the Department to the city investigates the various traffic requests and recommends appropriate actions.

Traffic services that are available to cities include traffic investigations, review of consultants traffic reports, traffic counts, and a multitude of traffic design services. All traffic control measures and traffic designs are in conformance with federal, state, and local standards and policies.

The Department can provide contract plans for the installation of new or modification of existing traffic signals, including estimates, specifications, interconnect systems, and signal timing. Our staff keeps current with the state-of-the-art methods and materials and is familiar with the operation of electromechanical, solid state, and microprocessor-based traffic signal controllers. The Department has developed its own software program for use with Type 170 traffic signal controllers which provides a coordinated system with full traffic-actuated operation.

We can provide plans for signing and striping of roadways, including review of the existing facility and recommended modifications. Tentative tract maps can be reviewed for traffic and circulation patterns and to ensure that the horizontal and vertical alignment of proposed streets are in conformance with established criteria and good engineering.

Detour engineering services can be provided to ensure that motorists can traverse a road construction project safely with a minimum of delay. When road closures are necessary due to natural disasters or planned events such as parades, the Department follows established criteria in the use of barricades and warning signs to properly advise motorists.

The Department reviews consultant-prepared traffic studies for cities that include roadway requirements, capacity analysis, traffic indexes, and traffic impact analysis of proposed

developments. In addition, the Department conducts Engineering and Traffic Surveys or speed zoning, meeting California Vehicle Code requirements for radar enforcement.

In conjunction with its traffic investigations and studies, the Department takes manual and machine traffic counts. Traffic counts are computer processed to show 15-minute and hourly totals for each direction of movement, along with peak-hour traffic volumes. Truck counts are also taken to calculate traffic indexes of highways. Radar speed checks are taken for use in Engineering and Traffic Surveys.

We will also process traffic accident reports for cities that have traffic advisors. These accident records are stored in a central computer database which can be used to produce listings for the city, showing all accidents and accident concentration reports for high-accident locations within the city.

The Department offers a complete street lighting service through the County Lighting Maintenance Districts and Highway Lighting Districts. Also, on specific request, consulting and design services for street lighting projects are available.

The Department currently provides Traffic Signal Synchronization design and contract administration through a City/County cooperative program to fully traffic actuate and coordinate signals along certain arterial highways through multiple jurisdictions. The program uses time base technology and has proven to be of significant benefit to the motoring public and air quality.

SEWER DESIGN

The Department of Public Works can provide complete consulting services, including master planning, design and the inspection of construction of sanitary sewers. Master planning for wastewater systems, and computerized sewer studies can assist a city in determining existing and future capacity deficiencies.

Computerized sanitary sewer system studies can be prepared to determine existing or future capacity deficiencies in the entire sanitary sewer system or the study scope can be limited to key areas where zoning changes are being considered which may cause sewer overloads.

SEWER MAINTENANCE

A comprehensive sewer maintenance program is available from the Department of Public Works for a city's sewer system including the regular inspection and cleaning of sewers, sewage pumping plant operation and maintenance, sewage line repair, hydrogen sulfide and other explosive gas detection tests and related services.

A closed circuit television unit is utilized for the inspection of sewer lines with problems, a joint sealing process for repairing leaking joints by chemical injection is available, and control of roots and cockroach infestations are handled by chemical treatment. Around-the-clock response is provided for investigation and correction of sewage system problems.

This program can be funded either by annexing a city's sewer area to the County Sewer Maintenance District or by an agreement with the city.

SURVEYING

The Department of Public Works offers a wide spectrum of surveying services utilizing modern methods, technology and equipment and is staffed by professional land surveyors.

The Department's equipment includes a global positioning system (GPS), electronic distance and angle measuring total stations with data collectors, optical theodolites, automatic levels, and computer systems to provide field-to-finish surveying services.

Services which can be provided by the Department include: GPS surveys for geodetic, GIS and project control; boundary surveys for the acquisition of real property and easements; centerline surveys for defining road and channel rights of way and easements; topographic surveys for highway, bridge and channel design and hydrographic surveys.

Aerial mapping services are available for planning, design, visual displays and mapping projects. This service covers layout, ground control, flight contracting and final maps or photographs checking for coverage and accuracy.

Construction staking is available for all types of projects including road, bridge, storm drain, sewer, parks and buildings.

A County-wide bench level net is maintained by the Department ensuring that all plans are compatible and on a related datum. Most cities, while not having a network, have a baseline established through them.

Horizontal and vertical studies can be made for subsidence and land movement studies.

WATER SYSTEMS

The Department of Public Works does the planning, design, financing, construction, maintenance, and operation of the various County Waterworks Districts and their extensive water system facilities. This operation includes billings and collections.

The Department's expertise on water systems operation is available to cities on a contract or service request basis.

The Department can also provide design and plan preparation or plan checking for new water systems facilities and construction inspection for such work.

Los Angeles County Department of Public Works
Contract Cities Services
Fiscal Years 1999-2000, 2000-2001, and 2001-2002

City's Name	FY99-00	FY00-01	FY01-02	Total
	Billing Amount *	Billing Amount *	Billing Amount *	Billing Amount *
Agoura Hills	\$ 213,634.85	\$ 254,230.45	\$ 233,278.45	\$ 701,143.75
Alhambra	5,174.73	64,400.00	9,272.06	78,846.79
Arcadia	14,264.77	17,665.85	4,949.16	36,879.78
Artesia	108,282.67	118,512.17	168,387.88	395,182.72
Avalon	0.00	0.00	0.00	0.00
Azusa	8,905.93	21,666.91	16,759.61	47,332.45
Baldwin Park	11,430.90	9,656.14	15,832.74	36,919.78
Bell	68,272.74	1,806.22	4,158.03	74,236.99
Bell Gardens	249.95	519.89	973.60	1,743.44
Bellflower	28,817.33	33,775.18	67,684.84	130,277.35
Beverly Hills	26,467.54	31,743.93	44,274.21	102,485.68
Bradbury	2,511.10	2,409.88	1,553.24	6,474.22
Burbank	368,304.34	3,150.44	10,294.80	381,749.58
Calabasas	439,604.97	373,751.02	536,343.45	1,349,699.44
Carson	1,573,488.68	1,763,915.76	2,091,967.70	5,429,372.14
Cerritos	629,865.77	534,292.08	563,758.15	1,727,916.00
Claremont	934.38	2,233.38	0.00	3,167.76
Commerce	1,007,285.68	1,040,682.56	1,044,989.81	3,092,958.05
Compton	17,609.08	17,551.48	17,182.10	52,342.66
Covina	41,900.36	27,246.12	34,021.13	103,167.61
Cudahy	3,691.90	5,168.00	8,592.69	17,452.59
Culver City	46,930.74	32,031.39	63,503.00	142,465.13
Diamond Bar	95,873.97	47,265.04	20,471.98	163,610.99
Downey	132,926.35	156,515.64	256,571.28	546,013.27
Duarte	128,088.10	133,025.05	150,071.15	411,184.30
El Monte	8,079.65	(1,085.75)	1,861.40	8,855.30
El Segundo	36,231.64	55,289.82	128,133.42	219,654.88
Gardena	101,824.49	97,352.22	146,675.28	345,851.99
Glendale	8,108.61	6,184.33	11,266.43	25,559.37
Glendora	7,901.81	8,233.92	5,773.09	21,908.82
Hawaiian Gardens	19,255.17	27,582.79	44,688.23	91,526.19
Hawthorne	266,822.88	252,928.94	189,660.19	709,412.01
Hermosa Beach	16,622.11	817.34	4,292.51	21,731.96
Hidden Hills	1,116.41	925.64	14,879.86	16,921.91
Huntington Park	1,762.89	2,086.42	2,320.49	6,169.80
Industry	901,769.81	907,174.70	1,202,383.37	3,011,327.88
Inglewood	3,612.42	4,017.64	23,410.78	31,040.84
Irwindale	364,151.70	351,619.12	429,432.13	1,145,202.95
La Canada-Flintridge	836,688.46	965,388.20	1,047,499.88	2,849,576.54
La Habra Heights	62,683.69	50,718.17	61,064.36	174,466.22

Los Angeles County Department of Public Works
Contract Cities Services
Fiscal Years 1999-2000, 2000-2001, and 2001-2002

City's Name	FY99-00	FY00-01	FY01-02	Total
	Billing Amount *	Billing Amount *	Billing Amount *	Billing Amount *
La Mirada	812,005.63	752,166.15	918,354.50	2,482,526.28
La Puente	287,897.43	262,862.59	257,059.86	807,819.88
La Verne	16,756.94	23,662.66	18,841.76	59,261.36
Lakewood	754,005.08	850,602.92	897,419.41	2,502,027.41
Lancaster	2,422.35	0.00	21,823.39	24,245.74
Lawndale	265,511.16	405,813.21	273,513.13	944,837.50
Lomita	174,554.63	179,041.23	212,721.36	566,317.22
Long Beach	21,196.79	176,518.30	9,508.00	207,223.09
Los Angeles	116,136.85	49,322.41	55,996.89	221,456.15
Lynwood	10,760.80	4,014.13	8,948.56	23,723.49
Malibu	0.00	19,358.55	1,828.78	21,187.33
Manhattan Beach	39,148.98	63,872.43	63,231.63	166,253.04
Maywood	913.25	453.78	1,012.66	2,379.69
Monrovia	1,285.71	4,012.98	549.28	5,847.97
Montebello	15,811.60	37,779.75	27,142.00	80,733.35
Monterey Park	20,373.69	17,047.70	29,501.66	66,923.05
Norwalk	61,794.86	28,228.16	44,397.21	134,420.23
Palmdale	324,180.99	286,040.40	273,259.83	883,481.22
Palos Verdes Estates	308.00	2,483.52	154.00	2,945.52
Paramount	10,481.81	17,599.07	31,547.60	59,628.48
Pasadena	65,982.89	70,724.66	83,980.89	220,688.44
Pico Rivera	53,612.31	23,739.54	49,016.85	126,368.70
Pomona	2,005.20	23,400.12	359.12	25,764.44
Rancho Palos Verdes	32,506.79	36,181.05	16,429.13	85,116.97
Redondo Beach	10,696.79	11,168.69	15,644.30	37,509.78
Rolling Hills	146,428.19	137,902.12	155,855.03	440,185.34
Rolling Hills Estates	329,500.39	274,814.34	355,972.48	960,287.21
Rosemead	176,781.56	137,152.89	123,073.97	437,008.42
San Dimas	16,446.98	31,814.77	30,708.87	78,970.62
San Fernando	38,895.23	71,879.92	58,296.80	169,071.95
San Gabriel	2,448.08	3,494.76	22,691.63	28,634.47
San Marino	2,511.49	2,428.39	4,053.72	8,993.60
Santa Clarita	658,540.20	625,334.16	450,055.60	1,733,929.96
Santa Fe Springs	573,944.51	600,881.71	664,243.88	1,839,070.10
Santa Monica	3,000.00	1,500.00	0.00	4,500.00
Sierra Madre	62,119.42	6,031.94	(2,404.42)	65,746.94
Signal Hill	343.10	1,151.05	2,729.02	4,223.17
South El Monte	56,908.01	56,123.98	46,522.95	159,554.94
South Gate	11,671.42	4,000.39	3,426.21	19,098.02
South Pasadena	0.00	0.00	0.00	0.00

**Los Angeles County Department of Public Works
Contract Cities Services
Fiscal Years 1999-2000, 2000-2001, and 2001-2002**

City's Name	FY99-00	FY00-01	FY01-02	Total
	Billing Amount *	Billing Amount *	Billing Amount *	Billing Amount *
Temple City	405,612.05	385,104.65	480,160.38	1,270,877.08
Torrance	4,146.25	120,547.85	26,600.69	151,294.79
Vernon	0.00	835.03	(835.03)	0.00
Walnut	122,123.41	155,074.45	153,054.73	430,252.59
West Covina	18,981.95	26,160.93	24,209.28	69,352.16
West Hollywood	227,841.79	283,795.15	278,345.94	789,982.88
Westlake Village	414,488.91	384,842.82	464,447.10	1,263,778.83
Whittier	5,383.54	17,495.33	17,810.95	40,689.82
Total Contract Cities	\$ 13,989,615.58	\$ 14,096,908.71	\$ 15,349,494.06	\$ 43,436,018.35

* Billing amount does not include cooperative agreement projects, 3% contract city liability insurance and the Strong Motion Instrumental Program Fee.

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

Services Provided by Contractors

List of the various services that contractors provide for the County of Los Angeles Department of Public Works

Cost Estimating
Building Inspection Services
Structural and Civil Engineering Design Review Services
Architectural Engineering Design Services
Design & Constructibility Review Services
Elevator Consulting
Landscape Architectural Design Services
Building Evacuation Services
Mechanical, Electrical, & Plumbing Design Services
Design Review Services
Plan Check-Building, Architectural, Grading, Mechanical, Electrical and Plumbing
Construction Support Services
Construction Inspection & Technical Staff Support Services
Licensed Pest Control Advisor
Geotechnical Services
Environmental Assessment & Remediation
Final Map Checking Services
Real Estate Services
Road Construction Program
Grant Writing Services
Construction Project Management Services
Surveying Services
Traffic Engineering and Traffic Design Services
Biologist/Ecologist Services

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

**County's Indemnification & Insurance Requirements For
Construction Projects**

INDEMNIFICATION AND INSURANCE REQUIREMENTS (IIRs) FOR CONSTRUCTION PROJECTS

The following insurance requirements and indemnity provisions are designed for inclusion in Public Works contracts. You should use the Guidelines to determine what coverages and limits are to be required for each project.

I. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, agents and Trustees (the Indemnified Parties) from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts, errors, and omissions arising from and/or relating to the Project. This indemnification does not apply to liability caused by the active negligence of the County.

The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen, equipment, tools, vehicles and materials owned, hired, leased or used by the Contractor for this Project.

II. GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification, the Contractor shall provide and maintain during the term of this Agreement the insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

A. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works Department's Contract Administrator (*name and address*) prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all insurance required in this Agreement.
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

- (4) Include a copy of the additional insured endorsement to the commercial general liability policy, adding the Indemnified Parties as insureds for all activities arising from this Agreement.
- (5) Show the Contractor's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in item (4), stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insured and the additional insureds insurance and self-insurance programs are excess and non-contributing to the Named Insureds insurance."
- (6) *(Insert one of the following paragraphs provided below, see item 1 of Guidelines)*

[The following paragraph is to be used for Non Lump Sum Low Bid Construction Contracts (i.e. A/E or other consulting services or dredging or excavation work, remediation or installation services, etc.)]:

Identify any deductibles or self-insured retentions (deductible/retentions) exceeding \$25,000. Deductibles/retentions exceeding \$25,000 will require the prior approval of the County Auditor-Controller. The Contractor may request approval to use a deductible/retention of more than \$25,000 by submitting the current audited financial statements for review by the County Auditor-Controller which demonstrate, at the sole discretion of the County Auditor-Controller, that the Contractor has the ability to pay the higher deductible/retention. The County retains the right to require the Contractor to reduce or eliminate deductibles/retentions as they apply to the County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Contractor's retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions as the County deems appropriate.

(The following paragraph is to be used for Lump Sum Low Bid Construction Contracts):

Confirm deductibles or self-insured retentions shall not exceed \$25,000. The County retains the right to require the Contractor to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Contractor's retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions as the County deems appropriate.

- B. Insurer Financial Ratings.** Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

- C. Waiver of Subrogation.** The Contractor agrees to release the Indemnified Parties and waive its rights of recovery against the Indemnified Parties under the insurance policies specified in this Agreement.
- D. Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the contract upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs for such insurance and charge the Contractor for any additional amounts due (if any).

III. INSURANCE COVERAGE REQUIREMENTS — TYPES AND LIMITS

(Throughout Section III, County personnel should refer to the Guidelines and the Coverage and Limit Matrix to identify the types of insurance and limits to be required.)

A. Builder's Risk Course of Construction Insurance. Such coverage shall:

- (1) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.
- (2) Be written on a completed-value basis and cover the entire value of the construction project, including \$(See below) in County-furnished materials and equipment, against loss or damage until completion and acceptance by the County. (Insert the replacement value of County-furnished materials and equipment above)

B. Installation Floater. Such coverage shall:

- (1) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and the perils of earthquake, flood, risk of transit loss, loss during storage (both onsite and offsite) and collapse during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.
- (2) Cover all property to be installed (including labor) for the full contract

value (without coinsurance) against loss or damage until completion and acceptance by the County.

- C. **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent with limits of not less than \$(See item 2 of the Guidelines) per occurrence, \$(See item 2 of the Guidelines) policy aggregate and \$(See item 2 of the Guidelines) products/completed operations aggregate.

The products/completed operations coverage shall continue to be maintained in the amount indicated above for at least (see Table 3 of Guidelines) years from the date the Project is completed and accepted by the County.

- D. **Automobile Liability insurance.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$ (see item 4 of Guidelines) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" automobiles, or coverage for "any auto."

- E. **Professional Liability insurance.** Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$ (see Table 5 of Guidelines) per occurrence and \$ (see Table 5 of Guidelines) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

- F. **Workers Compensation and Employers Liability Insurance.** Such coverage shall provide workers compensation benefits, as required by the *Labor Code* of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the *U.S. Longshore and Harbor Workers Compensation Act*, *Jones Act* or any other federal law to which the Contractor is subject.

In all cases, the above insurance shall include Employers Liability coverage with limits not less than:

Each accident:	\$1 million
Disease — policy limit:	\$1 million
Disease — each employee:	\$1 million

- G. **Performance Security Requirements.** Prior to execution of the Contract, the Contractor shall file surety bonds with the County in the amounts and for the purposes noted below, and on bond forms provided by the County. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular

570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).

Each bond shall be signed by both the Contractor (as Principal) and the Surety.

The Contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors and mechanics and laborers employed by the Contractor on the Work and the second in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract.

1. The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the County, and until all claims for materials, labor and subcontracts are paid.
2. The "Bond for Faithful Performance" shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the County, that all materials and workmanship supplied by Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of Acceptance of the Work by the County, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the County to do so, and to the approval of the department. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one year after acceptance of the Work by the County.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the County, said Contractor shall replace said bond or bonds with good and sufficient sureties within 10 days after receiving notice from the County that the surety or sureties are insufficient or unsatisfactory.

No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the County.

Exhibit E

COUNTY OF LOS ANGELES Department of Public Works Professional Liability Insurance Program

General Services Agreement

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, December 10, 1997, is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the City of Hidden Hills, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and

employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as of set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County,

reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2002, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period,

the City Council shall not later than the last day of May 2002, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2002, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph hereinabove set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 20th day of
MAY, 1997.

THE CITY OF HIDDEN HILLS

By Monty Fil
Mayor

ATTEST:

City Clerk

By Cherie L. Paglia
Deputy

THE COUNTY OF LOS ANGELES

By Benjamin L. Davis
Chairman, Board of Supervisors

ATTEST:

JOANNE STURGES
Executive Officer/Clerk
of the Board of Supervisors

By Sybil J. Villalobos
Deputy



APPROVED AS TO FORM:

DEWITT W. CLINTON, County Counsel

By Helen S. Baker
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25

JUN 17 '97

Joanne Sturges
JOANNE STURGES
EXECUTIVE OFFICER

Exhibit F

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

Project Specific Contract

71834

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF HAWTHORNE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, Van Ness Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Van Ness Avenue from Imperial Highway to El Segundo Boulevard, including the reconstruction of curb, gutter, sidewalk, and driveways; and construction of bus pads and wheelchair ramps, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the jurisdictional limits of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, contract administration, construction inspection, engineering, materials testing, construction survey, signing, and striping for PROJECT; and

WHEREAS, the "COST OF PROJECT," including the costs of preliminary engineering, construction contract, contract administration, construction inspection, engineering, materials testing, construction survey, signing, and striping for PROJECT, as more fully set forth herein; and

-2-

WHEREAS, CITY and COUNTY are willing to finance their respective jurisdictional shares of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Four Hundred Eighty Thousand Dollars and 00/100 (\$480,000.00), with COUNTY'S share being One Hundred Five Thousand Dollars and 00/100 (\$105,000.00) and CITY'S share being Three Hundred Seventy-five Thousand Dollars and 00/100 (\$375,000.00); and

WHEREAS, CITY and COUNTY have heretofore executed Agreement No. 71002 providing for the assignment of CITY Federal-aid funds to COUNTY to prevent these funds from lapsing; and

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by utilizing a portion of its available credit of Federal-aid funds previously assigned to COUNTY under Agreement No. 71002.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting, pursuant to paragraph (3) d., below.
- b. That an estimated Three Hundred Seventy-five Thousand Dollars and 00/100 (\$375,000.00) of CITY'S Federal-aid credit, through its previous assignment of Federal-aid funds to COUNTY under Agreement No. 71002, shall be used to finance CITY'S jurisdictional share of COST OF PROJECT.

-3-

- c. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, the award, and the administration of the construction contract and in all things necessary and proper to complete PROJECT.
- d. Upon completion of PROJECT to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To perform the preliminary engineering, contract administration, construction inspection, engineering, materials testing, construction survey, signing, and striping for PROJECT.
- b. To finance COUNTY'S jurisdictional share of the COST OF PROJECT, the amount of which is to be determined by a final accounting, pursuant to paragraph (3) d., below.
- c. As set forth herein, to accept CITY'S Federal-aid credit, previously assigned to COUNTY under Agreement No. 71002, as payment of CITY'S share of COST OF PROJECT.
- d. Before advertising for construction bids, to obtain CITY'S approval of those portions of PROJECT plans which indicate work to be done or improvements to be constructed which are within CITY'S jurisdictional boundaries.

-4-

- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final acceptance of PROJECT and Board of Supervisors' approval of final payment to contractor, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering; construction contract; required materials; detour; final signing and striping, construction engineering; inspection; construction survey; utility relocation; administration; and all other work necessary to construct PROJECT in accordance with the approved plans, and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index; geometric investigation; preparation of plans, specifications; and cost estimates;

-5-

utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- c. The cost of the "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT.
- d. The final accounting of the actual total cost of PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S jurisdiction shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the total cost of PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S jurisdiction shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the total cost of PROJECT.
- e. That the actual amount of CITY'S Federal-aid credit used for PROJECT shall be an amount equal to CITY'S jurisdictional share of COST OF PROJECT, based upon a final accounting.

-6-

- f. That if, for some reason, CITY'S available balance of Federal-aid credit previously assigned to COUNTY under Agreement No. 71002 is insufficient to finance CITY'S commitment, as set forth in paragraphs (1) b., and (3) e., above, CITY shall pay COUNTY other CITY funds, so that when combined with CITY'S available Federal-aid credit, the total will equal CITY'S commitment as set forth in paragraph (1) a., above. Said demand will consist of a billing invoice prepared by COUNTY.
- g. That if CITY'S payment, as set forth in paragraph (3) f., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- h. That if CITY'S payment, as set forth in paragraph (3) f., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.

-7-

- i. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to the COUNTY Department of Public Works (DPW) within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. DPW shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of DPW'S written justification.
- j. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- k. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.

-8-

l. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

m. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Charles Herbertson
Director of Public Works and
City Engineer
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250-4482

COUNTY:

Mr. Harry W. Stone
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

n. This AGREEMENT shall not take effect unless and until COUNTY, pursuant to Section 1700 of the Streets and Highways Code of the State of California, declares the portion of Van Ness Avenue between the aforementioned limits within CITY to be a part of the COUNTY System of Highways for the purpose of constructing improvements described herein and CITY, pursuant to Section 1701 of aforementioned Code, shall consent to said street becoming part of the COUNTY System of Highways for said purpose.

-9-

- o. Neither COUNTY nor any officer or employee of COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- p. Neither CITY nor any officer or employee of CITY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any

-10-

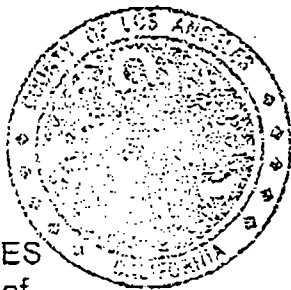
work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- q. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32711 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT.

-11-

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HAWTHORNE on _____, 1998, and by the COUNTY OF LOS ANGELES on November 3, 1998.

COUNTY OF LOS ANGELES



ATTEST:

JOANNE STURGES
Executive Officer of
the Board of Supervisors

[Signature]
Chair, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28

NOV 03 1998

By [Signature]
Deputy

[Signature]
JOANNE STURGES
EXECUTIVE OFFICER

APPROVED AS TO FORM:

CITY OF HAWTHORNE

LLOYD W. PELLMAN
County Counsel

By [Signature]
Deputy

By [Signature]
Mayor

ATTEST:

APPROVED AS TO FORM:

By [Signature]
City Clerk

By [Signature]
City Attorney

Exhibit G

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

Assumption of Liability and Joint Indemnity Agreements

ASSUMPTION OF LIABILITY AGREEMENT

THIS AGREEMENT, dated for reference purposes only, on the 14th day of November, 1977, is made and entered into between the County of Los Angeles, sometimes hereinafter referred to as the "County," and the City-of Industry, sometimes hereinafter referred to as the "City."

RECITALS

(a) City and County have heretofore contracted for the performance of services by County, its officers, agents and employees, and will in the future extend, renew and amend such contracts, and enter into other and further contracts for the performance of services; and

(b) Such contracts are agreements defined under §895 of the Government Code, and pursuant to §895.2 thereof joint and several liability is imposed on the parties; and

(c) Pursuant to §895.4 of the Government Code the parties as a part of the aforementioned agreements may provide for contribution or indemnification upon any liability arising out of the performance of the agreement; and

(d) The County is willing to assume liability and defend and hold the City harmless from any loss, cost or expense caused by the negligent or wrongful acts or omissions of County officers, its agents and employees, occurring in the performance of said agreement; and

///

///

1 (e) The City is willing to assume liability and defend and
2 hold the County harmless from loss, cost or expenses caused by
3 the negligent or wrongful act or omission of city officers, agents
4 or employees occurring in the performance of agreements between
5 the parties, except as hereinafter provided,

6 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

7 1. The County will assume liability and defend and
8 hold the City harmless from loss, costs or expenses caused
9 by the negligent or wrongful act or omission of County
10 officers, agents and employees occurring in the performance
11 of agreements between the parties hereto to the extent that
12 such liability is imposed on the City by the provisions of
13 §895.2 of the Government Code of the State of California.

14 2. The City will assume liability and defend and hold
15 the County harmless from loss, costs or expenses caused by
16 the negligent or wrongful act or omission of City officers,
17 agents and employees occurring in the performance of agree-
18 ments between the parties hereto to the extent that such
19 liability is imposed on the County by the provisions of
20 §895.2 of the Government Code of the State of California. In
21 addition, when liability arises pursuant to §§830, et seq.,
22 of the Government Code, by reason of a dangerous condition
23 of public property of the City, the City shall assume
24 liability and defend and hold the County harmless from loss,
25 costs or expenses caused by the negligent or wrongful act or
26 omission of City officers, agents and employees, whether

27 ///

28 ///

1 arising in the performance of an agreement between the
2 parties hereto, with the exception that the County shall
3 assume liability and defend and hold the City harmless from
4 loss, costs or expenses caused by the negligent or wrongful
5 act or omission of County officers, agents and employees,
6 occurring in the performance of any agreement between the
7 parties hereto where a duty is imposed on the County pursuant
8 to such agreement to provide maintenance or inspection
9 services pertaining to said property. Where such an agree-
10 ment between a City and County provides that the County will
11 provide at least the same level of maintenance or inspection
12 services that the County provides to unincorporated areas,
13 the County will assume liability and defend and hold the City
14 harmless from loss, costs or expense caused by the negligent
15 or wrongful act or omission of County officers, agents and
16 employees in failing to provide said services in accordance
17 with said agreement.

18 3. The parties further agree that the Auditor-
19 Controller of the County shall establish a fund for the pay-
20 ment of losses for which the County may be liable under the
21 terms of this agreement, and the County agrees to maintain
22 the fund for the purpose of paying such losses which may
23 occur through its performance under agreements to provide
24 city services to the cities within the County.

25 ///

26 ///

27 ///

28 ///

1 4. It is understood by the parties that the fund
2 referred to in paragraph 3 above is under the full control
3 of the Board of Supervisors and reappropriation of unen-
4 cumbered year-end balances in this fund is discretionary
5 with the Board of Supervisors.

6 5. The City agrees to make payment to the fund, and
7 the County agrees to require each city receiving services
8 under City Service Agreements to also contribute to the fund.
9 Payments towards the total amount of the fund shall be made
10 by the City in such amounts as may be established by the
11 Auditor-Controller according to the policy and procedure
12 established by the Board of Supervisors, and in the same
13 ratio as the cost of services received by the City is to the
14 total cost to the County for its performance of City Service
15 Agreements during each fiscal year. In the event that City
16 should elect to terminate its Service Agreement with the
17 County, its responsibility to contribute to the fund pursuant
18 to this agreement shall be limited to payment of amounts
19 which accrue prior to the effective date of said termination.

20 6. Each party agrees to fully cooperate with the other
21 and assist the other party hereto in all matters relating to
22 losses covered by the terms of this agreement, and more
23 specifically but not being limited thereby, each party will:

24 (a) Give prompt notification of all occurrences
25 covered or likely to be covered by the terms hereof,
26 together with the particulars thereof to the other party
27 hereto;

28 ///

1 (b) If claim is made, or suit is brought against
2 a party on occurrences covered or likely to be covered
3 by the terms hereof, such party shall immediately
4 forward every claim, demand, notice, summons or other
5 process received by it to the other party hereto.

6 7. Should City agree, stipulate, consent to, or other-
7 wise suffer the granting of any claim, the making of any
8 judgment, order, or other award for damages or other relief
9 against itself or any of its or the County's officers,
10 agents, or employees in any proceeding or action authorized
11 by law involving a matter arising out of the performance by
12 the County of services affected hereby without the prior
13 written consent thereto of the County, the City agrees to
14 indemnify, hold harmless, and defend the County from any
15 loss, cost or expense to it arising from such claim, judgment,
16 or other award irrespective of the legal basis upon which
17 liability may be imposed by such action including liability
18 of the County under the provisions of Section 895.2 of the
19 Government Code.

20 8. Any party may at its own cost participate in the
21 defense of any suit, or in the prosecution of any appeal
22 affecting matters herein involved where the duty of defense
23 or prosecution is imposed on the other party, and where the
24 other party has consented thereto.

25 9. This agreement shall apply to and shall be deemed
26 to be a part of all agreements now existing or hereafter

27 ///

28 ///

1 entered into, including amendments, renewals, or other
2 extensions thereof, wherein the City and County have con-
3 tracted under circumstances wherein the liability of the City
4 and County is joint and several under §895.2 of the Govern-
5 ment Code of the State of California. The provisions of this
6 agreement shall supersede and control over any other provi-
7 sions inconsistent therewith in any such contract, heretofore
8 or hereafter entered into by and between the parties hereto,
9 unless by specific reference therein this Assumption of
10 Liability Agreement is inapplicable.

11 10. On the effective date of this agreement that cer-
12 tain agreement entitled "Assumption of Liability Amendment,"
13 if any between the parties, is terminated. The effective
14 date of this agreement is the date executed by the parties,
15 but in no event sooner than 12:00 A.M., March 15, 1978,
16 unless the aforementioned Assumption of Liability Amendment
17 should be sooner terminated by the parties, in which event
18 the date of such termination shall be the effective date of
19 this agreement. Upon the effective date of this agreement th
20 same shall continue during the term of any agreement for
21 services to which the same is applicable, unless the County
22 shall sooner elect to terminate this agreement upon thirty
23 days written notice to the City. The County further agrees
24 that this agreement shall be only terminated upon the occur-
25 rence of the foregoing, or any one or more of the following
26 events:

27 ///

28 ///

1 (a) Failure of the City to cooperate with the
2 County as required by this agreement.

3 (b) Upon the City authorizing any judgment, order
4 or other award for damages without the consent of the
5 County in violation of the terms and provisions of this
6 agreement.

7 (c) Upon the County's election in its absolute
8 discretion to terminate this Assumption of Liability
9 Agreement as to all cities having such service agree-
10 ments with the County.

11 11. To the extent that the County has agreed to indem-
12 nify, defend and waive harmless a city, its officers, agents
13 and employees under this agreement, said obligation shall
14 continue to exist during the term of this agreement whether
15 or not there are sufficient funds for such indemnity, defense
16 or hold harmless in the fund established by the Auditor-
17 Controller. It is further understood that the County may
18 also utilize said fund for the purchase of commercial
19 insurance and claims management services and for the payment
20 of other costs to cover the exposures of the County hereunder
21 in whole or in part.

22 12. On termination by the City of service contract with
23 the County, or upon termination by the County for any cause,
24 the County shall continue to indemnify, defend and hold harm-
25 less the City for all claims and losses for which liability
26 is imposed on the County by the terms of this agreement, and

27 ///

28 ///

where arising out of the County's negligent or wrongful act or omission, prior to the effective date of said termination. Said City shall not be entitled to return of any consideration paid by it towards the fund established by the Auditor-Controller on the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinafter set forth.

CITY OF INDUSTRY

By John Ferrero

Mayor

ATTEST this 28th day of January, 1978.

Maryanne L. Duro
City Clerk

COUNTY OF LOS ANGELES

PETER F. SCHABARUM

By

Chairman, Board of Supervisors

ATTEST this 5th day of May, 1978.

JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors

DARLENE HUDSON

By

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

109

DEC 27 1977

James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER



JOINT INDEMNITY AGREEMENT

THIS AGREEMENT, dated for reference purposes on the 23rd day of October, 1991, is made and entered into between the County of Los Angeles, sometimes hereinafter referred to as the "County", and the City of ^{La Canada} Elintridge, sometimes hereinafter referred to as the "City."

This agreement is entered into based upon the following facts:

(a) City and County have contracted for the performance of services by County, its officers, agents and employees, and may in the future extend, renew and amend such contracts, and enter into other and further contracts for the performance of services, all of which are hereinafter referred to as "service contracts";

(b) Pursuant to Government Code Section 895.6, if the agreements between City and County fail to specify how the responsibility for liability for injuries to persons or property is to be allocated, each entity is to contribute an equal share of the amount of any judgment based on an injury that occurs in the performance of the agreement;

(c) Pursuant to Government Code Section 895.4, the City and County may allocate the ultimate financial responsibility among themselves in whatever manner seems most desirable to them;

(d) County has established the Contract Cities Trust Fund (sometimes hereinafter referred to as "Trust Fund") into which County will deposit designated portions of the funds received from City and other cities as compensation for the performance of services;

(e) County is willing to perform the services for City if City is willing to contribute to the Trust Fund as a part of the compensation for the performance of the services;

(f) City is willing to have County provide the services and to contribute to the Trust Fund as a part of the compensation for the performance of the services;

(g) Utilizing the Trust Fund, County is willing to assume liability and defend and hold City harmless from any loss, cost or expense caused by the negligent or wrongful acts or omissions of County officers, its agents or employees, occurring in the performance of said agreements.

(h) Using its own funds and without contribution from the Trust Fund, City is willing to assume liability and defend and hold County harmless from loss, cost or expenses caused by the negligent or wrongful act or omission of City officers, agents or employees occurring in the performance of agreements between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Establishment of Trust Fund

City and County agree that the Auditor-Controller of the County shall establish a fund for the payment of losses for which County may be liable under the terms of this agreement.

County agrees to maintain the fund, to be known as the Contract Cities Trust Fund, for the purposes set forth in this Agreement.

2. Control of Trust Fund

City and County agree that the Trust Fund is under the full control of County.

3. Payment to Trust Fund

City agrees to make payment to the fund, and County agrees to require each City receiving services under service contracts to also contribute to the fund.

Payments towards the total amount of the fund shall be made by City in such amounts as may be established by County Trust

Fund Administrator with concurrence of Auditor-Controller according to the policy and procedures established by County.

Such payments may be at a rate calculated separately for each specific service provided by County through its performance of service contracts during each fiscal year.

4. Sufficiency and Use of Trust Fund

To the extent that County has agreed to indemnify, defend and hold harmless City, its officers, agents and employees under this agreement, said obligation shall continue to exist during the term of this agreement whether or not there are sufficient funds for such indemnity, defense or hold harmless in the Trust Fund.

If in the discretion of the Trust Fund Administrator the Trust Fund balance is inadequate to fund contract cities liabilities, the Auditor will advance from the County's funds amounts necessary to temporarily finance such liabilities.

City agrees, together with others who will be required to make like contributions, to contribute upon demand by the Trust Fund Administrator such sums as the Trust Fund Administrator determines are necessary to replenish the Trust Fund so that the County's funds may be reimbursed.

The Trust Fund shall reimburse the County's funds for all

such costs temporarily advanced on behalf of the Trust Fund with interest at County treasury rate within one calendar year from the date of the County's advance.

It is further understood that County may also utilize said fund for the purchase of commercial insurance and claims management services and for the payment of other costs to cover all or any part of County's exposures hereunder.

5. Indemnity from the Trust Fund

Utilizing the Trust Fund, County will undertake to investigate, defend and pay any losses, costs, settlement awards, judgments or expenses originating from claims or litigation based or alleged to be based upon the negligent or wrongful act or omission of County officers, agents or employees engaged in the performance of services for City pursuant to the service contracts.

County will not undertake this responsibility if the liability is based or alleged to be based upon the negligent or wrongful act or omission of City, its officers, agents or employees occurring during the performance of the service contracts. Where County contends that the City is partially responsible through its negligence or wrongful act or omission, County shall still undertake the responsibility herein imposed,

but County may, by written notification to City, reserve its right to claim indemnification from the City for that portion of the loss, cost, settlement, award or judgment attributable to the City's negligence or wrongful act or omission.

Except for its contribution to the Trust Fund, City will not be liable for defense costs or for holding County harmless from loss, costs, or expenses caused in whole or in part by the negligent or wrongful act or omission of County, its officers, agents and employees occurring during the performance of the services pursuant to the contracts.

6. Indemnity by City

a. Acts or Omissions

City will undertake to investigate, defend and pay any losses, costs, settlement awards, judgments, or expenses originating from claims or litigation based or alleged to be based in whole or in part upon the negligent or wrongful act or omission of City, its officers, agents or employees occurring during the performance of the service contracts.

b. Dangerous Conditions of City Property

When liability is based or alleged to be based on a dangerous condition of City property pursuant to §830

et. seq. of the Government Code (including, but not limited to, the plan or design of the City property), City shall assume liability and defend and hold County harmless from any loss, cost or expense caused by the negligent or wrongful act or omission of City, its officers, agents or employees.

c. Exception for Maintenance or Inspection of City Property

Where a duty is imposed on County pursuant to a service contract to provide maintenance or inspection services pertaining to City property, County shall utilize the Trust Fund to investigate, defend, and pay any losses, costs, settlement awards, judgments or expenses originating from claims or litigation allegedly based upon the existence of a dangerous condition of City's property as a result of the negligent or wrongful act or omission of County officers, agents or employees in the performance of such service contracts.

7. No Funding of City's Unilateral Settlements or Litigation

Should City agree, or stipulate or consent to the settlement of any claim or action, the making or entry of any judgment, order or other award for damages or for other relief against itself or any of its officers, agents or employees or against County or its officers, agents or employees in any proceeding or action authorized by law, involving a matter arising out of the performance by County pursuant to the service contracts, without the prior written consent thereto of County, then City agrees to indemnify, hold harmless and defend County from any loss, cost or expense sustained by County arising from such claim, judgment or other award irrespective of the legal basis upon which liability may be imposed by such claim or action, including liability of County under the provision of §895.2 of the Government Code.

8. Cooperation in Assumption of Liability

City and County agree to fully cooperate and assist each other in all matters relating to losses covered by the terms of this agreement.

More specifically, but not limited thereby, each party will:

(a) In the event of a claim or suit or an occurrence likely to involve a claim or suit covered by this agreement, give prompt

written notice to the other party. Written notice shall contain the name and address of the person or organization sustaining injury or damage, and of any witnesses, as well as the time, place and circumstances of the occurrence.

(b) If claim is made or suit is brought against a party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other party.

c) Cooperate with the other party and, upon the other party's request assist in the processing of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the other party for injury or damage covered by this agreement; attend upon request hearings and trials, assist in securing and giving of evidence and obtaining the attendance of witnesses.

9. Participation in Litigation

Any party may at its own cost participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other party, and where the other party has consented thereto.

10. Application of Agreement to Other Agreements

This agreement shall apply to and shall be deemed to be a part of all agreements now existing or hereafter entered into including amendments, renewals, or other extensions thereof, wherein City and County have contracted under circumstances wherein the liability of City and County is joint and several under §895.2 of the Government Code of the State of California.

11. Control over Prior Agreements

Any references in service contracts to the "Assumption of Liability Agreement" shall be deemed to be to this Agreement.

The provisions of this agreement shall supersede and control over any other provisions inconsistent herewith in any such contract, and control future agreements between the parties hereto unless by specific reference therein this Joint Indemnity Agreement is made inapplicable.

12. Termination of Agreement

This agreement shall continue during the term of any service contract between City and County unless:

(a) County elects to terminate this agreement upon thirty days written notice to City.

(b) Upon County's election, if City fails to cooperate with County as required by this agreement.

(c) Upon County's election if City authorizes any judgment, order or other award for damages without the consent of County in violation of the terms and provisions of this agreement.

(d) Upon County's election in its absolute discretion to terminate this Joint Indemnity Agreement as to all cities having such service contracts with County.

On the termination of this agreement, City shall not be entitled to return of any consideration paid by it towards the Trust Fund. Termination of this agreement shall not relieve City of its obligation to make contributions as required by Paragraph 4.

13. Termination of Service Contracts Between
County and City

On termination by City of service contract with County or termination of said contract by County for any cause, County and/or City shall continue to defend, indemnify and hold harmless the other party for all claims and losses pursuant to the terms of this agreement arising prior to the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinafter set forth.

CITY OF

By John W. Hastings
Mayor

ATTEST this 18th day of Oct, 1991

By Patricia Anderson
City Clerk



COUNTY OF LOS ANGELES
By Michael D. Antonovich
Chairman, Board of Supervisors

ATTEST this 22nd day of October 1991

LARRY J. MONTEILH
Executive Officer
Board of Supervisors

By James D. Lott
Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By Helen Stauter
Deputy
9-12.JIA

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14

OCT 08 1991

12 LJ Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

**3rd Party Claims of Contract Cities
Liability Trust Fund**

CARL WARREN

PUBLIC WORKS (CONTRACT CITIES)

Claimant Name	Claim Number	Docket Number	Accident Date	Indemnity	Expense	Legal	TPA Expense	Total
Loss Description								
Defense Counsel								
Fiscal Year								
Contract City								

7760 PUBLIC WORKS (CONTRACT CITIES)

22 GEN. LIABILITY-CLAIMS (CARL WARREN)

CLAIMANT PROP.DAM/INJURY DANGEROUS CONDITION ROAI			Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNKNOWN	0104	NO DATA	Outstanding	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00
CLAIMANT PROP.DAM/INJURY DANGEROUS CONDITION ROAI			Incurred	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00
UNKNOWN	0203	NO DATA	Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLAIMANT PROP.DAM/INJURY DANGEROUS CONDITION ROAI			Outstanding	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
UNKNOWN	0203	NO DATA	Incurred	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
CLAIMANT PROP.DAM/INJURY DANGEROUS CONDITION ROAI			Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNKNOWN	0203	NO DATA	Outstanding	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
			Incurred	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00

Totals for GEN. LIABILITY-CLAIMS (CARL WARREN)

Total Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Outstanding Reserves	\$7,700.00	\$0.00	\$0.00	\$0.00	\$7,700.00
Total Incurred	\$7,700.00	\$0.00	\$0.00	\$0.00	\$7,700.00
Total Claim Count	3				

CARL WARREN

PUBLIC WORKS (CONTRACT CITIES)

Claimant Name	Claim Number	Docket Number	Accident Date	Indemnity	Expense	Legal	TPA Expense	Total
Loss Description								
Defense Counsel Fiscal Year Contract City								

7760 PUBLIC WORKS (CONTRACT CITIES)

26 GEN. LIABILITY-LEGAL CASES (CARL WARREN)

CLAIMANT PROP.DAM/INJURY DANGEROUS CONDITION TRAF	Paid	\$0.00	\$3,563.54	\$4,518.87	\$0.00	\$8,082.41
	Outstanding	\$0.00	\$336.46	\$4,031.13	\$0.00	\$4,367.59
	Incurred	\$0.00	\$3,900.00	\$8,550.00	\$0.00	\$12,450.00
CLAIMANT PROP.DAM/INJURY DANGEROUS CONDITION ROAD	Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Outstanding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Incurred	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Totals for GEN. LIABILITY-LEGAL CASES (CARL WARREN)

Total Paid	\$0.00	\$3,563.54	\$4,518.87	\$0.00	\$8,082.41
Total Outstanding Reserves	\$0.00	\$336.46	\$4,031.13	\$0.00	\$4,367.59
Total Incurred	\$0.00	\$3,900.00	\$8,550.00	\$0.00	\$12,450.00
Total Claim Count	2				

Totals for PUBLIC WORKS (CONTRACT CITIES)

Total Paid	\$0.00	\$3,563.54	\$4,518.87	\$0.00	\$8,082.41
Total Outstanding Reserves	\$7,700.00	\$336.46	\$4,031.13	\$0.00	\$12,067.59
Total Incurred	\$7,700.00	\$3,900.00	\$8,550.00	\$0.00	\$20,150.00
Total Claim Count	5				

Exhibit I

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

RASS Manufacturer's Insurance Certificate

CSR AM
PETRO-1

09/25/02

G. S. Levine Insurance
Services, Inc.
3377 Carmel Mountain Road
San Diego CA 92121
Phone: 858-481-8692

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Petrochem Marketing, Inc.
5235 Avenida Encinas
Carlsbad CA 92008

INSURER A: Golden Eagle Insurance Corp.

INSURER B:

INSURER C

INSURER D:

INSURER F

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CBP9529869	09/27/02	09/27/03	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	CBP9529869	09/27/02	09/27/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
<input type="checkbox"/> ANY AUTO					OTHER THAN AUTO ONLY:	EA ACC \$ AGG \$
EXCESS LIABILITY					EACH OCCURRENCE	\$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE	\$
<input type="checkbox"/> DEDUCTIBLE						\$
RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: All Operations of the Named Insured

The County of Los Angeles is named as Additional Insured as respects General Liability per attached CG2010.

*10 day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: A

COOFLOS

County of Los Angeles
Public Works
Attn: Don Wolfe
900 S. Fremont, 12 Floor
Los Angeles CA 92803-1331

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE
Gary Turner

INSURED: Petrochem Marketing, Inc.
POLICY NUMBER: CBP9529869

This endorsement Changes The Policy. Please read it Carefully.

Additional Insured - Owners, Lessees or Contractors (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:
The County of Los Angeles

RE: All Operations of the Named Insured

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program

Information on RASS

Tech Transfer

Technology Transfer for Local Transportation Agencies

When the Rubber Hits the Road

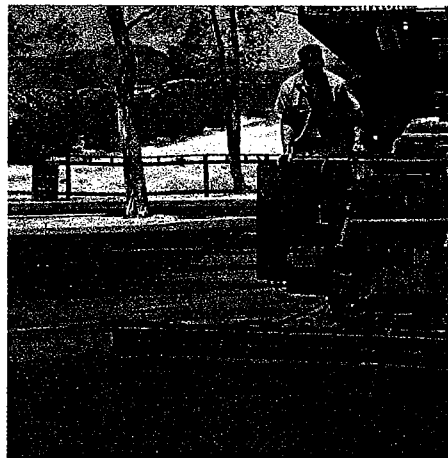
By Robert K. Sandwick

For the past five years, Rubberized Emulsion Aggregate Slurry (REAS) has been successfully applied to pavements in Southern California to protect the asphalt of streets and highways as well as parking lots and airports. This relatively new product, which incorporates finely ground rubber from discarded tires, has been well received by cities and counties throughout the state. The City of San Diego has applied 90 million square feet of REAS over the past two years. The Los Angeles County Public Works Department has applied this product to more than 75 million square feet of streets and highways, as well as on all the paved surfaces at El Monte Airport, including runways, taxiways, airplane tie-down areas and parking lots.

Local agencies report good results from pavement maintenance using Rubberized Asphalt Slurry Seal.

According to Harry W. Stone, Los Angeles County Department of Public Works, test results indicate that REAS "has the potential to decrease the maintenance frequency for

re-coating asphalt surfaces while providing a highly skid resistant surface." At El Monte Airport, for instance, the surfaces show no wear even though it has been 4 ½ years since they were applied. The seal coat is continuing to provide uniform coverage and maintain its dark color. Other products used to seal coat the airport pavements have not performed this well over a comparable time period.



To produce REAS, finely ground rubber from discarded tires is introduced into an anionic asphalt emulsion along with a polymer modifier to stabilize viscosity, setting and curing characteristics of the slurry mixture. Obviously this recycling of used tires into a useful product provides an environmental side benefit. One tire finds its way into approximately 750 square feet of REAS. This translates to about 85 old tires being used for one 12 foot lane mile of seal coat.

Advantages of REAS

Three gradations of aggregate are used for REAS: Fine Aggregate, Type I and Type II. The Type I and Type II aggregate gradation is the same specification used in non-rubber slurry seal and has been used successfully on major highways as well as local streets.

A REAS slurry uses twice as much emulsion as is used in conventional slurry seals. A standard wet track abrasion test is necessary to certify the formulation of the REAS slurry mix. The results have exceeded the same tests for the non-rubber emulsion slurry. This translates into a longer life in the field.

Other benefits to REAS include an extremely black color due to the carbon black that is added to the rubber of tires when they are manufactured. The black color of the seal coat is retained for over five years after application and provides a high contrast for painted traffic markings. This in turn provides for safer roads. The added polymers fortify the REAS to provide a superior water barrier to protect the asphalt pavement. Another benefit is protection from the sun's ultra-violet rays, which can deteriorate the underlying asphalt pavement.

REAS is easy to apply. Because it is used with 1/8-inch aggregate rather than 1/4-inch, it forms a thinner layer than non-rubber asphalt emulsion slurry, allowing it to set in the same amount of time as the non-rubber product. This occurs without the addition of an accelerator or retarder which often becomes necessary for non-rubber slurry seal.

Regular slurry seal develops scuff marks caused by tires reacting to power steering. This recurring problem requires frequent returns to the project site to reapply the slurry seal in the scuffed-up areas. Where REAS is used, very few scuffed areas require repairs.

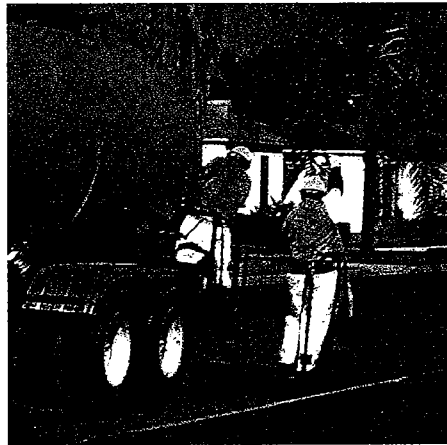
REAS may be applied with standard continuous flow slurry seal equipment or by hiring the services of a central mixing plant and its distributor trucks. Application with continuous flow equipment would be the same as applying traditional slurry seal, with an on-board mixer discharging the slurry mix into a screed for uniform application onto the pavement.

A Central Mix Plant

Petrochem Marketing, Inc. has set up a central REAS slurry mix plant located at the Industrial Asphalt site in Irwindale, California. From there the company can dispatch the REAS mix in special trucks with a built-in agitator to keep the material mixed while it is being transported to the job site. A spreader box is attached to the rear of the truck so that the slurry mix can be deposited from the tank for spreading onto the pavement. A water tank and spray bar is also built onto the truck at the front end to dampen the pavement before applying the material.

The advantage of this portable system is that it allows any size project to be slurry sealed, so the local agency can rent the necessary

equipment and perform the application when desired. The local agency does not need to maintain a stockpile of aggregate near the project. The installation of more REAS slurry mix plants in California is planned.



What is the life of REAS compared to traditional slurry seal? Joel Halbert, recently retired as Materials Engineer for the City of San Diego, has been involved with the use of this product on San Diego's streets. He states that the nearest source of crushed granite aggregate suitable for slurry seal was in the Riverside area, some 90 miles away. Before REAS, Mr. Halbert said, San Diego had to reseal pavement after 3 or 4 years. But test strips of REAS placed about 4 1/2 years ago in San Diego still retain the black seal coat, and it appears that the seal will last at least 6 years. Mr. Halbert stated that the

extended life of REAS over the long haul outweighs the fact that it costs approximately 15 % more than traditional slurry seal. For that reason, the City of San Diego is spending \$5 million dollars per year for its Rubberized Emulsion Asphalt Slurry Program.

Specs Available

The 1998 Supplement of the "Standard Specifications for Public Works Construction" (Green Book) has added Section 600-3.2 Rubberized Emulsion - Aggregate Slurry to the Specifications. The Supplement may be purchased from Building News, 1612 South Clementine Street, Anaheim, CA 92802. The phone number is (714) 517-0970.

To summarize, it appears that the REAS slurry seal is truly a miracle product which provides many benefits, including the diversion of used tires from the waste sites back to the streets. Another advantage is that the long-lasting, thinner, tighter, emulsion-rich, continuously black product creates a blacker surface. This provides a superior contrast with pavement markings, making them easier to see, which in turn leads to safer streets and highways for the motoring public. REAS is also more cost-effective as an asphalt pavement protection material than normal slurry seal. For all these reasons, we shall probably see more rubber hitting the roads in the near future.

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

**American Home Insurance A&E Professional Liability
Insurance Policy**

AMERICAN HOME ASSURANCE COMPANY
(A Stock Insurance Company, Hereinafter Called the Company)

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY POLICY

Policy No.: **9040033**

Renewal of:

NOTICE. THIS IS A CLAIMS MADE POLICY. COVERAGE OF THIS POLICY IS LIMITED GENERALLY TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND REPORTED IN WRITING TO US WHILE THE POLICY IS IN FORCE. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY THE AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE, JUDGMENTS OR SETTLEMENTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

DECLARATIONS

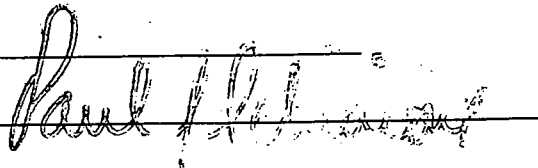
- ITEM 1. Named Insured: County of Los Angeles
 Department of Public Works
- Address: 900 South Fremont Avenue
 Alhambra, CA 91803
- ITEM 2. Policy Period:
 From: 9/1/2000 to: 9/1/2003
 at 12:01 A.M. standard time at the address of the insured stated above.
- ITEM 3. Limits of Liability: \$1,000,000 Each Claim Per Policy Year
 \$1,000,000 Aggregate All Claims Per Policy Year
- ITEM 4. Self Insured Retention: \$ 50,000 Each Claim
- ITEM 5. Premium: \$ 28,500
- ITEM 6. Extended Reporting Period: 12 Months at 100% of the total annual premium
- ITEM 7. Retroactive Date: 9/1/2000
- ITEM 8. Endorsements made a part of this policy: See Forms Schedule

For claims service and any other inquires please contact:

American Home Assurance Company
200 State Street,
Boston, Massachusetts 02109

COUNTERSIGNED ON _____

AUTHORIZED REPRESENTATIVE _____



AMERICAN HOME ASSURANCE COMPANY

(A Stock Insurance Company, hereinafter called the Company)

NOTICE: THIS IS A CLAIMS MADE POLICY. COVERAGE OF THIS POLICY IS LIMITED GENERALLY TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND REPORTED IN WRITING TO US WHILE THE POLICY IS IN FORCE. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY THE AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE, JUDGMENTS OR SETTLEMENTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY POLICY

In consideration of the premium paid, and in reliance upon the statements in the Application attached and made a part of this Policy, and subject to the terms and conditions of this Policy, we agree to provide as follows:

I. INSURING AGREEMENT

We shall pay on behalf of the **Insured** those amounts in excess of the deductible which the **Insured** becomes legally obligated to pay as **damages** or **defense costs** for **claims** arising out of a **wrongful act** of the **Insured** or that of another for whom the **Insured** is legally responsible. The **wrongful act** shall take place on or after the Retroactive Date indicated in the Declarations and before the end of the **policy period** and take place solely in the conduct of the **Insured's professional services**. A **claim** for such **wrongful act** shall be first made against the **Insured** during the **policy period**, and we or our authorized agent also shall be notified of the **claim** in writing during the **policy period** or any extended reporting period we provide under this Policy.

II. COVERAGE TERRITORY AND DEFENSE COSTS, CHARGES AND EXPENSES

A. Coverage Territory

We shall cover **wrongful acts** which take place and for which a **claim** is made or a **suit** is brought for such **wrongful act**:

1. in the United States of America, its territories and possessions, Puerto Rico or Canada; and
2. elsewhere in the world

B. Defense and Settlement Provisions

We shall pay the costs related to the following which are included within the Limits of Liability:

1. When any **claim** against an **Insured** for covered **wrongful acts** is made or brought inside the United States of America, its territories and possessions or Puerto Rico, we have the right and duty to defend at our expense with counsel of our choice even if the **suit** is groundless, false or fraudulent. Our duty to defend any suit ends after the applicable Limit of Liability has been used up by payment of **defense costs** and **damages**.

2. When any **claim** against the **Insured** for which coverage is provided under this Policy is made or brought outside the United States of America, its territories and possessions or Puerto Rico, **we** shall not be obligated to assume charge of the investigation, defense, or settlement of any such **claim** but **we** shall have the right and shall be given the opportunity to associate with the **Insured** in the investigation and defense of any such **claim**. The **Insured** shall, under **our** supervision, make or cause to be made such investigation and defense as is reasonably necessary. Subject to prior written authorization by **us**, the **Insured** may also effect settlement. **We** shall reimburse the **Insured** for the reasonable and necessary costs of investigating and defending any such **claim** such as fees charged by any lawyer selected by the **Insured** to defend the **claim**, and all other **defense costs** as authorized by **us**. For purposes of computing the amount of the Limits of Liability and Deductible amount under this Policy, such reasonable costs shall be construed as **defense costs**. **Our** duty to indemnify the **Insured** ends after the applicable Deductible and Limit of Liability has been used up by payment of **defense costs** and **damages**.
3. **We** have the right to investigate any **claim** or **suit**, and with the **Insured's** written consent, settle any **claim** or **suit** that **we** believe is proper. **Our** duty to defend any **suit** against the **Insured** ends if the **Insured** refuses to consent to a settlement **we** recommend and the claimant would have accepted. **Our** liability for any **damages** shall not be more than the amount for which **we** could have settled had the **Insured** consented, plus **defense costs** up to the date the **Insured** refused to consent.

III. WHO IS AN INSURED

The following are **Insureds** under this Policy:

- A. The **Named Insured**;
- B. Any person who is or was a partner, officer, director, stockholder or employee of the **Named Insured** but only while rendering **professional services** on behalf of the **Named Insured**;
- C. The heirs, executors, administrators, and legal representatives of each **Insured** as defined in A. and B. above, in the event of death, incapacity or bankruptcy but only as respects liability arising out of **professional services** rendered on behalf of the **Named Insured** prior to such **Insured's** death, incapacity or bankruptcy;
- D. A former partner, officer, director or employee of the **Named Insured** while rendering **professional services** on behalf of the **Named Insured**;
- E. Contract or leased personnel rendering **professional services** on behalf of the **Named Insured**;
- F. Joint ventures in which the **Named Insured** is named as a co-venturer, but only as respects the **Named Insured's** legal liability arising out of the **Named Insured's** participation in such joint venture.

IV. EXCLUSIONS

We shall not defend or pay **damages** or **defense costs** for any **claims** or **suits**:

- A. Arising out of any dishonest, fraudulent, or criminal conduct committed intentionally by or at the direction of any **Insured**. This exclusion shall not apply to the **Named Insured** or to any **Insured** who did not direct or have knowledge of such conduct;
- B. Made by any **Insured** against any other **Insured**;
- C. Arising out of actual or alleged wrongful termination or **discrimination** on any basis by you against any past or present employee, officer or applicant for employment;
- D. Made by or on behalf of any business enterprise that wholly or partly owns an **Insured** or which to any extent controls, operates or manages an **Insured**, or that is wholly owned or in which an **Insured** has a greater than 25% ownership, or which is controlled, operated or managed by an **Insured**;
- E. Based upon or arising out of the design or manufacture of any goods or products developed by the **Insured** for multiple sale or mass distribution, including but not limited to computer programs and software;
- F. Arising out of express warranties or guarantees unless such liability would have attached to the **Insured** in the absence of an express warranty or guarantee and such liability arises out of a **wrongful act** in the conduct of the **Insured's professional services**;
- G. Arising out of the cost to repair or replace any faulty workmanship, assembly, construction, erection, fabrication, installation or remediation if such work performed in whole or in part by.
 - 1. an **Insured**; or
 - 2. Any enterprise and/or any subsidiary of any enterprise that any **Insured** operates or holds ownership in or by any enterprise that operates or holds ownership in an **Insured**;

except this exclusion does not apply if such faulty workmanship, assembly, construction, erection, fabrication, installation or remediation arises out of a **wrongful act**;
- H. Arising out of liability of others assumed by any **Insured** under any contract or agreement; except this exclusion does not apply to the liability of others assumed under any written contract or agreement provided such liability is caused by a **wrongful act** in the conduct of **professional services** rendered by or on behalf of the **Insured**.
- I. Arising out of fines, penalties, punitive, exemplary **damages**, or multiplied **damages**. This exclusion shall not apply to penalties, punitive, exemplary **damages** or multiplied **damages** arising solely out of a **claim** for libel or slander and such payment by **us** is permitted by law and public policy.
- J. Arising out of **bodily injury** or **personal injury** sustained by any employee of any **Insured** while engaged in employment by any **Insured**, or by any person whose right to assert a **claim** against the **Insured** arises by reason of any employment, blood, marital, or other relationship with the employee;
- K. Arising out of any obligation under any workers compensation, disability, unemployment compensation, or similar law;

- L. Arising out of nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a **nuclear facility**;
- M. Arising out of the return or withdrawal of professional fees;
- N. Arising out of any **wrongful act** of which any **Insured** had knowledge prior to the **policy period**;
- O. Based upon or arising out of any **Insured's** involvement as a partner, officer, director, stockholder, employer or employee of any business enterprise not named in the Declarations.

V. LIMITS OF LIABILITY

- A. The limits shown in the Declarations to this Policy and the information contained in this section fix the most **we** shall pay regardless of the number of:

- 1. Persons or organizations covered by this Policy; or
- 2. **Claims** made or **suits** brought.

- B. Limit of Liability- Each **Claim**:

The limit of liability shall apply in excess of the deductible. The liability of the Company for each covered **claim** shall not exceed the amount stated in the Declarations for each **Claim**. This is the maximum amount of **defense costs** or **damages** or both that the Company will pay on each covered **claim**.

- C. Limit of Liability- **Annual Aggregate**:

Subject to Limit of Liability- Each **Claim**, the liability of the Company shall in no event exceed the amount stated in the Declarations Annual Aggregate as a result of all covered **claims**. This limit is the total amount of **defense costs** or **damages** or both that the Company will pay under this Policy for all covered **claims** including those reported as provided for in IX. CONDITIONS, Condition D. Extended Reporting Periods below.

- D. Once the limits of liability have been exhausted, the Company will not defend, pay **damages** or **defense costs** for any **claim**.

VI. DEDUCTIBLE

The **Insured** shall be responsible for the deductible amount stated in the Declarations and may not insure against it. Payments for **damages** and/or **defense costs** are included in the deductible. The deductible shall apply separately to each **claim**. The deductible is not included within the Limits of Liability. All **claims** arising from a single **wrongful act** or a series of continuous, repeated, or related **wrongful acts** shall be subject to one deductible. If we make any payments for **damages** and/or **defense costs**, within the amount of the **Insured's** deductible, the **Insured** shall be liable to **us** for such amounts, and upon demand, shall promptly pay such amounts to **us**.

Until a **claim** is made the deductible does not apply to **defense costs** incurred by the Company or at the Company's specific request as respects possible **wrongful acts** reported under IX. CONDITIONS, Condition A. Duties In The Event Of A Wrongful Act, Claim Or Suit below.

VII. MEDIATION

If the **Insured** and the Company jointly agree to utilize mediation as a means to resolve a **claim** made against the **Insured**, and if such **claim** is resolved through the use of mediation, then the **Insured's** deductible obligation shall be reduced by 50% subject to a maximum reduction of \$15,000. We shall reimburse the **Insured** for any applicable deductible payment made prior to the mediation as soon as practicable after the conclusion of the mediation.

VIII. REIMBURSEMENT

The Company will reimburse the **Insured**, upon written request, for loss of earnings by the **Insured** as a result of being required to attend at the Company's request a mediation, arbitration, deposition, or trial related to a covered **claim**, subject to the following:

1. No reimbursement will apply to the first three (3) days attendance required for each **claim**,
2. Such earnings reimbursement will not be considered as payment of a **claim** or **defense costs** and will be in addition to the limits of liability. Such reimbursement is not subject to the deductible.
3. Such earnings reimbursement shall not exceed \$400 per day per **claim**, subject to a maximum annual aggregate reimbursement of \$5,000 for all **claims**.

IX. CONDITIONS

A. Duties In The Event Of A **Wrongful Act**, **Claim** Or **Suit**

1. If, during the **policy period**, the **Insured** becomes aware of an incident, event, or circumstance which an **Insured** reasonably believes may give rise to a **claim** or **suit** for which coverage may be provided, the **Insured** shall, during the **policy period**, give written notice to us. Such written notice shall contain:
 - a. The identity of the potential claimant, including name and address;
 - b. The identity of the **Insured(s)** who allegedly were involved in the incidents or events; and
 - c. The date that any alleged **wrongful act(s)** took place leading to the incident, event, or circumstance.

If the **Insured** submits written notice containing items a. through c. above, then any **claim** or **suit** that may subsequently be made against the **Insured** arising out of such incidents or events shall be deemed, for the purpose of this Policy, to have been first made during the **policy period** in effect at the time such written notice was submitted to us.

Until a **claim** is made against the **Insured**, any **defense costs** incurred by us to investigate or monitor such possible **claim** shall not be considered an obligation under VI. DEDUCTIBLE.

2. If a **claim** is made or **suit** is brought against any **Insured**, the **Insured** shall:

- a. Immediately record the specifics of the **claim** and the date received; and
- b. Notify **us** as soon as practicable.

The **Insured** shall see to it that **we** receive written notice of this **claim** as soon as practicable.

Wrongful Acts, Claims or Suits are to be submitted to **us** at:

Architects & Engineers Claims Department
American Home Assurance Company
200 State Street,
Boston, Massachusetts 02109

B. Assistance And Cooperation of the Insured

The **Insured** shall cooperate with **us** and shall:

1. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with any **claim** or **suit**;
2. Authorize **us** to obtain records and other information **we** request;
3. Produce and make available any records and other information **we** request;
4. Submit to an examination under oath, if required;
5. Cooperate with **us** in the investigation, settlement, or defense of any **claim** or **suit**;
6. Assist **us**, upon request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this Policy may also apply;
7. Attend depositions, hearings, and trials;
8. Secure and give evidence and obtain the attendance of witnesses;
9. If an **Insured** has the right to either accept or reject arbitration of any **claim** by a claimant, the **Insured** shall exercise such right only with **our** written consent.
10. Not admit any liability, assume any financial obligation, or pay out any money without **our** prior consent. If the **Insured** does so, it shall be at the **Insured's** own expense.

C. Arbitration

1. In the event of a disagreement as to the interpretation of this Policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators, consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy.

2. The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) Arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, each Arbitrator shall submit to the other Arbitrator a list of three (3) proposed individuals, from which list each Arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.
3. The parties shall submit their cases to the panel by written and oral evidence at a hearing, time and place selected by the umpire. Said hearings shall be held within thirty (30) days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud or gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear the expenses of its designated Arbitrator and shall jointly share with the other the expense of the umpire and of the arbitration proceeding.
4. The arbitration proceeding shall take place in or in the vicinity of Boston, Massachusetts. The procedural rules applicable to this arbitration, shall, except as provided otherwise herein, be in accordance with the Commercial Rules of the American Arbitration Association.

D. Extended Reporting Periods

1. We will provide one or more Extended Reporting Periods, as described below, if this Policy is cancelled or not renewed, but we will not provide any Extended Reporting Periods if:
 - a. we cancel for non-payment of premium; or
 - b. the **Insured** has not satisfied all conditions of this Policy; or
 - c. the **Insured** has not tendered all premiums and deductibles due under this Policy.
2. Extended Reporting Periods do not extend the **policy period** or change the scope of coverage provided.
3. Once in effect, Extended Reporting Periods may not be cancelled and premium will not be returned.
4. The Extended Reporting Periods do not reinstate or increase the Limits of Liability.
5. The Extended Reporting Periods do not apply to **claims** that are covered under any subsequent insurance the **Insured** purchases, or that would be covered but for exhaustion of the Limits of Liability applicable to such **claims**.

6. Automatic Limited Extended Reporting Period

- a. An Automatic Limited Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **policy period** and lasts for 60 days. Any claim reported during the Automatic Extended Reporting Period will be deemed to have been reported prior to the end of the **policy period**.

7. Optional Extended Reporting Period Endorsement

- a. An Optional Extended Reporting Period of the duration specified in the Declarations is available, but only by an endorsement and for the extra charge specified in the Declarations. This optional extended reporting period starts when the Automatic Limited Extended Reporting Period, set forth in paragraph 6. above ends.
- b. The **Named Insured** must give **us** a written request for the endorsement within 60 days after the end of the **policy period**. The Optional Extended Reporting Period will not go into effect unless the **Named Insured** pays the additional premium promptly when due.
- c. This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period.

E. Recovering Damages From A Third Party

The **Insured** may be able to recover all or part of loss from someone other than **us**. The Insured, therefore, shall do all that is possible after a loss to preserve any such right of recovery and must do nothing to jeopardize it. If **we** make payment under this Policy, the right of recovery shall be shared proportionally with the **Insured** to the same extent that the Insured and **we** paid the claim. Once the recovery has satisfied the payment made by the **Insured** under the deductible, any additional recovery shall belong to **us**. The **Insured** shall do whatever is necessary, including signing documents, to help **us** obtain that recovery.

We agree to waive this right of recovery against a client of an **Insured** to the extent that the **Insured** had, prior to the claim, a written agreement to waive such rights.

F. Lawsuits Against Us

1. An **Insured** may sue **us** to recover under this Policy only if the **Insured** fully complies with all of the terms and conditions of this Policy; and
2. The **Insured's** liability has been decided by:
 - a. A trial, after which a final judgment has been entered; and
 - b. The time to appeal such judgment has expired without an appeal being taken; or
 - c. If an appeal is taken, after the appeal has been determined; or
 - d. A written settlement agreement is signed by the **Insured** and by **us**.

G. Other Insurance

If there is other insurance which applies to the claim resulting from a **wrongful act**, the other insurance shall pay first. This Policy applies to the **damages** which exceed:

1. The Limits of Insurance of the other insurance; and
2. The total of all deductibles and self-insured amounts under all such other insurance.

We shall not pay more than **our** Limits of Liability.

H. Bankruptcy

The **Insured's** or the **Insured's** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this Policy.

I. Representations

1. By accepting this Policy, the **Insured** acknowledges that the statements in the application are their true agreements and representations and the information in the Declarations is accurate and true.
2. This Policy is issued in reliance upon the truth of those representations.
3. Any and all relevant provisions may be voidable by **us** in any case of fraud, intentional concealment, or misrepresentation of material fact by the **Insured**.

J. Assignment

The interest of any **Insured** is not assignable. No **Insured** shall assign or transfer any **Insured's** interest in this Policy without **our** written consent.

K. Special Rights And Duties Of the Named Insured

If there is more than one person or entity covered under this Policy, the **Named Insured** shall act on behalf of all **Insureds** as to:

1. Giving and receiving notice of cancellation;
2. Payment of premiums and receipt of return premiums;
3. Acceptance of any endorsements to this Policy; and
4. Purchasing or deciding not to purchase the Optional Extended Reporting Period Endorsement.

L. Changes

The **Named Insured** is authorized to request changes in this Policy. This Policy can only be changed by a written endorsement that **we** issue and make part of this Policy.

M. Conformance To Statute

To the extent a term of this Policy conflicts with a statute of the State within which this Policy is issued, the term shall be deemed amended to conform to the minimum requirements of the statute.

N. Examination of the Insured's Books and Records

We may examine and audit the **Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to three years afterward.

O. Cancellation

1. The **Named Insured** may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this Policy by mailing or delivering to the **Named Insured** written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver our notice to the **Named Insured's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. This **policy period** will end on that date.
5. If this Policy is canceled, **we** will send the **Named Insured** any premium refund due. If **we** cancel, the refund will be pro rata. If the **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If the **Named Insured** cancels, the **Named Insured** shall return the Policy or a properly executed Lost Policy Release by mail or delivery to **us** or **our** Program Administrator within 7 days of the effective date of cancellation.

X. DEFINITIONS

- A. **Bodily Injury** means physical injury, sickness, disease, mental anguish, or emotional distress sustained by a person, including death resulting from any of these at any time.
- B. **Claim(s)** means any demand against an **Insured** for money or services, and includes but is not limited to a **suit**.
- C. **Damages** means any amount which an **Insured** is legally obligated to pay for any claim to which this insurance applies and shall include judgments, awards, interest accruing hereon prior to entry of judgments or issuance of awards, and settlements approved by **us**,

provided always that damages shall not include the return or withdrawal of professional fees, sanctions, fines or penalties imposed by law or other matters that may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

D. **Defense Costs** mean:

1. fees charged by any lawyer designated by **us**;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if authorized by **us**;
3. **Defense Costs** do not include the salaries of any of **our** employees.

E. **Discrimination** means any violation of any law, whether statutory or common law which prohibits disparate treatment based upon including, but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, handicap, pregnancy, chronic medical condition, or obesity.

F. **Named Insured** refers to the individual or entity indicated in the Declarations.

G. **Nuclear Facility** means the site at which a nuclear reactor is located or where nuclear waste or material is disposed of or stored.

H. **Personal Injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses;

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. wrongful entry into, or eviction of a person from a room, dwelling, or premises that the person occupies;
4. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. oral or written publication of material that violates a persons right of privacy.

I. **Policy Period** means the period from the effective date of this Policy to the expiration date or earlier termination date, if any, of this Policy.

J. **Professional Services** means those services that the **Insured** is legally qualified to perform for others in their capacity as an architect, engineer, land surveyor, landscape architect, construction manager or as specifically defined by endorsement to this Policy.

L. **Suit** means a civil proceeding in a court, and includes an arbitration proceeding.

M. **We, us, and our** refers to the Company providing this insurance.

N. **Wrongful Act** means any actual or alleged error, omission, or negligent act in the performance of any **Insured's professional services**.

IN WITNESS WHEREOF, we have caused this Policy to be signed by our President and Secretary and countersigned where required by law on the Declarations page by our duly authorized representative.

Elizabeth M. Tuck

Secretary

Susan Rivera

President

FORMS SCHEDULE

Named Insured: County of Los Angeles;
Department of Public Works

Policy No. 9040033

Effective Date: 09/01/2000

Form Number	Edition Date	Title
74417	10/99	ARCHITECT & ENGINEERS PROF DEC
74418	11/99	ARCHITECT & ENGINEERS PROF TEXT
ENDT#001		CALIFORNIA CANCELLATION/NON REN
ENDT#002		EXCLUSION AMENDMENT
ENDT#003		DEFINITIONS AMENDMENT
ENDT#004		SELF DEFENSE CLAIMS
ENDT#005		SELF INSURED RETENTION
ENDT#006		MINIMUM EARNED PREMIUM
ENDT#007		THREE YEAR POLICY

ENDORSEMENT # 001

This endorsement, effective 12:01 AM 09/01/2000

Forms a part of policy no. 9040033

Issued to: COUNTY OF LOS ANGELES; DEPARTMENT OF PUBLIC WORKS

By: AMERICAN HOME ASSURANCE COMPANY

**CALIFORNIA CANCELLATION/NONRENEWAL
ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, it is hereby understood and agreed that the cancellation clause is replaced with the following:

CANCELLATION

The First Named Insured shown in the declarations may cancel the policy by mailing or delivering to the Insurer advance written notice of cancellation.

If the policy has been in effect for more than sixty (60) days or if it is a renewal, effective immediately, the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:

- (1) Nonpayment of premium, including payment due on a prior policy issued by the Insurer and due during the current policy term covering the same risks.
- (2) A judgement by a court or an administrative tribunal that the named Insured has violated any law of this state or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against.
- (3) Discovery of fraud or material misrepresentation by either of the following:
 - a) The Insured or Other Insured(s) or his or her representative in obtaining the insurance; or
 - b) The named Insured or his or her representative in pursuing a claim under the policy.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the named Insured or Other Insured(s) or a representative of same, which materially increase any of the risks insured against.

- (5) Failure by the named Insured or Other Insured(s) or a representative of same to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan if the failure materially increases any of the risks insured against.
- (6) A determination by the commissioner that the loss of, or changes in, an insurer's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Insurer.
- (7) A determination by the commissioner that a continuation of the policy coverage could place the Insurer in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten the solvency of the Insurer.
- (8) A change by the named Insured or Other Insured(s) or a representative of same in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

Notice of cancellation shall be delivered or mailed to the producer of record and the named Insured at least thirty (30) days prior to the effective date of cancellation. Where cancellation is for nonpayment of premium or fraud, notice shall be given no less than ten (10) days prior to the effective date of cancellation.

NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail or deliver to the producer of record and the named Insured notice of nonrenewal at least sixty (60) days but no more than 120 days prior to the end of the policy period. The notice shall contain the reason for nonrenewal of the policy.

RENEWAL

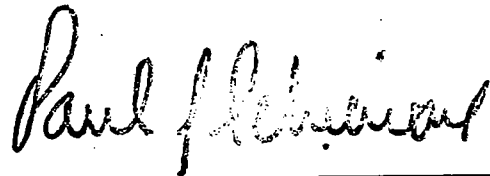
If a policy has been in effect for more than sixty (60) days or if the policy is a renewal, effective immediately no increase in premium, reduction in limits, or change in the conditions of coverage shall be effective during the policy period unless based upon one of the following reasons:

- (1) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards by the named Insured or Other Insured(s) which materially increase any of the risks or hazards insured against.
- (2) Failure by the named Insured or Other Insured(s) to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.

- (3) A determination by the commissioner that loss of or changes in an insurer's reinsurance covering all or part of the risk covered by the policy would threaten the financial integrity or solvency of the Insurer unless the change in the terms or conditions or rate upon which the premium is based is permitted.
- (4) A change by the named Insured or Other Insured(s) in the activities or property of the commercial or industrial enterprise which results in a materially added risks, a materially increased risk, or materially changed risk, unless the added, increased, or changed risk is included in the policy.

Written notice shall be mailed or delivered to the named Insured and the producer of record at least thirty (30) days prior to the effective date of any increase, reduction or change.

All other terms, conditions and exclusions of the policy remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT # 002

This endorsement, effective 12:01 AM: 09/01/00

Forms a part of Policy No.: 9040033

Issued to: County of Los Angeles; Department of Public Works

By: American Home Assurance Company

EXCLUSIONS

It is understood and agreed that Insuring Agreement IV. EXCLUSIONS, subpart E, is amended to read as follows:

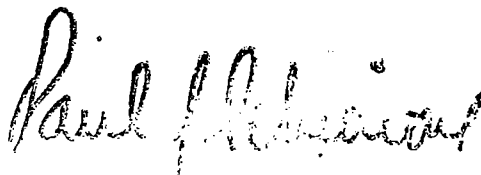
- E. Based upon or arising out of the design or manufacture of any goods or products developed by the **Insured** for multiple sale or mass distribution, including but not limited to computer programs and software;

This exclusion shall not apply to any assistance provided by the **Insured** on RASS or LACO. Nor does it apply to Radio Control Time Base synchronized signaling.

It is further agreed that IV. EXCLUSIONS, is amended by the addition of the following exclusions:

- P. Arising out of consequential or economic damages
- Q. Arising out of projects for the County of Los Angeles

Nothing herein shall be held to vary, alter, waive or extend any of the terms or limitations of the policy to which this endorsement is attached other than as stated above.



Authorized Representative

ENDORSEMENT # 003

This endorsement, effective 12:01 AM: 09/01/2000

Forms a part of Policy No.: 9040033

Issued to: County of Los Angeles; Department of Public Works

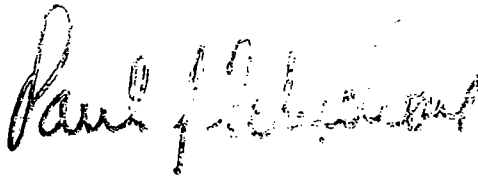
By: American Home Assurance Company

DEFINITIONS

It is understood and agreed that Insuring Agreement X. DEFINITIONS, subpart J, is amended to read as follows:

- J. Professional Services** means those services that the **Insured** is legally qualified to perform for others in their capacity as an architect, engineer, land surveyor, landscape architect, construction manager inspector and technician on quality control, and professional maintenance services; or as specifically defined by endorsement to this Policy.

Nothing herein shall be held to vary, alter, waive or extend any of the terms or limitations of the policy to which this endorsement is attached other than as stated above.



Authorized Representative

ENDORSEMENT # 004

This endorsement, effective 12:01 AM: 09/01/2000

Forms a part of Policy No.: 9040033

Issued to: County of Los Angeles; Department of Public Works

By: American Home Assurance Company

SELF DEFENSE CLAIMS

It is understood and agreed that:

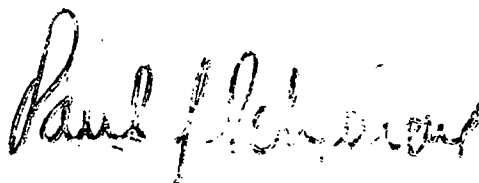
The **Named Insured** may self defend covered **Claims** which are not yet in civil litigation. These **Defense Costs** reduce the **Named Insured's** **SIR** amount. The **Named Insured's** right to self defend **Claims** is capped at \$50,000.

Once the \$50,000 cap is met the **Insured** will transfer the defense of the **Claim** to a defense firm which is mutually agreed upon.

The **Insured** shall provide an accounting of these **Defense Costs** upon request.

The Company reserves to right to associate on the defense at its own cost.

Nothing herein shall be held to vary, alter, waive or extend any of the terms or limitations of the policy to which this endorsement is attached other than as stated above.

A handwritten signature in dark ink, appearing to read "Paul J. Henderson", is written over a horizontal line.

Authorized Representative

ENDORSEMENT # 005

This endorsement, effective 12:01 AM: 09/01/2000

Forms a part of Policy No.: 9040033

Issued to: County of Los Angeles; Department of Public Works

By: American Home Assurance Company

SELF INSURED RETENTION

It is understood and agreed that wherever the word "deductible" appears in this policy, it is replaced by the phrase "Self Insured Retention".

Further to the above, the following changes are made:

II. B. Defense and Settlement Provisions, is deleted and replaced by the following:

We shall pay the costs related to the following, which are included within the Limits of Liability:

B. DEFENSE PROVISIONS

With respect to any **claim** made against the **Insured** for which coverage is provided under this policy and payable hereunder in excess of the Self-Insured Retention or for which coverage is provided under this policy and payable by the **Insured** under its Self-Insured Retention:

- 1) The Company shall not be called upon to assume charge of the investigation, defense or settlement of any **claim** made against the **Insured**, but the Company, at its option shall have the right and shall be given the opportunity to associate, at its own expense, with the **Insured** in the investigation, defense or control of such **claim** which would involve or appear reasonably likely to involve the Company, in which event the **Insured** and the Company shall cooperate in the defense or settlement of such **claim**.
- 2) In the absence of such election by the Company, the **Insured** shall arrange for and assume the investigation, defense and settlement of such **claim** provided that the **Insured** shall take no action or agree to any settlement which alone or together with **defense costs** will exceed the Self-Insured Retention without the prior written consent of the Company.

C. SETTLEMENT PROVISIONS:

The Company will not settle or compromise any **claim** without the consent of the **Insured**. If, however, the **Insured** refuses to consent to a settlement or compromise recommended by the Company and elects to contest such **claim** or continue legal proceedings in connection with such **claim**, then the Company's liability for the **claim** shall not exceed the amount for which the **claim** could have been so settled plus **defense costs** incurred up to the date of such refusal subject to the applicable limit of liability under this policy.

E. DEFENSE COSTS:

The Company shall pay defense costs in excess of the Self-Insured Retention, and such payments reduce the available limit of liability. The Insured must first pay any applicable retained amount as set forth in Item 4 of the Declarations as Self-Insured Retention.

VI. DEDUCTIBLE is deleted and replaced by the following:

VI. SELF-INSURED RETENTION - EACH CLAIM:

The Company's obligation, under the coverages provided by this policy to pay damages or defense costs or both on behalf of the Insured, applies only to the payment of damages or defense costs in excess of the Self-Insured Retention stated in Item 4 of the Declarations, and subject to the Limits of Liability stated in Item 3 of the Declarations. The Self-Insured Retention shall be applied to the payment of damages or defense costs or both. The terms of the policy including those with respect to the Company's rights and duties with respect to the defense of claims apply in excess of the Self-Insured Retention amount.

All claims arising from a single wrongful act or a series of continuous, repeated, or related wrongful acts shall be subject to one Self-Insured Retention.

IX. CONDITIONS, A. DUTIES IN THE EVENT OF A WRONGFUL ACT, CLAIM OR SUIT, is deleted and replaced by the following:

A. DUTIES IN THE EVENT OF A WRONGFUL ACT, CLAIM OR SUIT:

As a condition precedent to the right of coverage under this policy the Insured must do the following:

1. If a claim is made or suit is brought against any Insured and upon knowledge of the County's Risk Manager, the Insured shall give prompt notice to the Company within the policy period of any alleged wrongful act or circumstance:

(a) involving:

amputation of a major extremity;
brain or spinal cord injury;
loss of use of senses;
damage to the reproductive organs;
permanent total disability;
burns over 30% of the body;
death.

- (b) any demand made against any Insured for money or services where the amount exceeds 25% of the Self-Insured Retention.

Written notice shall contain particulars sufficient to identify the **Insured** and claimant and provide full information with respect to the time, place and circumstances of the event complained of, and the names and addresses of the injured and all available witnesses to:

Architects & Engineers Claims Department
American Home Assurance Company
200 State Street
Boston, Massachusetts 02109

2. This policy will provide coverage for a specific incident, circumstance or situation ("Possible Claim") other than a claim that the **Insured** first becomes aware of during the **policy period** of this policy and which possible claim reasonably may lead to or form the basis of a claim for which this policy would otherwise provide coverage. The **Insured**, upon knowledge of the County's Risk Manager, must give written notice to the Company of any such possible claim as soon as practicable but not later than the end of the **policy period**.

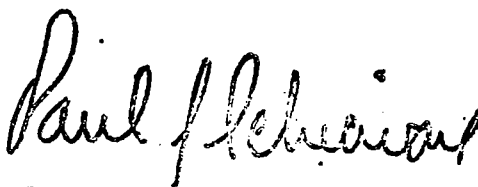
The written report of a possible claim must include all available information about the possible claim.

This report must include:

- a. the potential claimant's name and address;
- b. a description of the **professional services** provided or that should have been provided;
- c. an explanation of the type of claim that is anticipated.

If all of the information is not so provided or is, in the sole judgment of the Company, deemed inadequate, the Company shall inform the **Insured** that the report is inadequate and the **Insured** shall have sixty (60) days to provide the required information. If the required information is not provided within the sixty (60) day period, the Company shall inform the **Insured** that any claim made after the **policy period** of this policy relating to the report will not be considered covered under this policy.

Nothing herein shall be held to vary, alter, waive or extend any of the terms or limitations of the policy to which this endorsement is attached other than as stated above.



Authorized Representative

ENDORSEMENT # 006

This endorsement, effective 12:01 AM 09/01/2000

Forms a part of policy no. 9040033

Issued to: COUNTY OF LOS ANGELES; DEPARTMENT OF PUBLIC WORKS

By: AMERICAN HOME ASSURANCE COMPANY

MINIMUM EARNED PREMIUM

It is understood and agreed that in the event of cancellation of this policy by or at the direction of the Insured, the Company shall retain a Minimum Earned Premium of \$7,125.

It is further agreed that the provision regarding cancellation by the insured is amended to read:

"If the Insured cancels this policy, earned premium will be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated herein, whichever is greater".

Paul H. H. H. H.

Authorized Representative OR
Countersignature (In states where applicable)

LEXCME077(Ed.03/86)
LX0082

ENDORSEMENT # 007

This endorsement, effective 12:01 AM 09/01/2000

Forms a part of policy no. 9040033

Issued to: COUNTY OF LOS ANGELES; DEPARTMENT OF PUBLIC WORKS

By: AMERICAN HOME ASSURANCE COMPANY

THREE YEAR POLICY PERIOD ENDORSEMENT

In consideration of the premium charged for a three year policy period, it is hereby understood and agreed as follows:

1. In Item 3. of the **DECLARATIONS** of this policy, "Limits of Liability:", the words "Each Claim" are changed to read "Each Claim per Policy Year" and the words "Annual Aggregate" are changed to read: "Aggregate All Claims per Policy year."

2. The following definition is added to section X. "DEFINITIONS":

Policy year means the period of one year immediately following the effective date of this policy or any subsequent one year anniversary thereof. A **policy year** may be lengthened or shortened by endorsement or by termination of this policy.

3. Wherever the words "policy term" appear in the text of this policy, they shall be considered a defined term and shall be considered displayed in boldface type.
4. Paragraphs B and C of section V. "LIMITS OF LIABILITY" are hereby deleted in their entirety and replaced with the following:

B. Limit of Liability – Each Claim per Policy year

Subject to the **policy year** aggregate limit of liability for all **claims** described below, the limit of liability shown in Item 3. of the **DECLARATIONS** is the maximum amount of **claim expenses** or **damages**, or both, the Company will pay for any one **claim** made in any one **policy year**. This limit applies as excess over any deductible amount.

The Company's obligation to pay is further limited to:

1. the amount of the limit of liability in effect at the time of the actual or alleged negligent act, error or omission; or
2. the amount shown in Item 3. in the **Declarations** as the limit of liability each claim per **policy year**,

whichever is less.

If a **single claim** is made in different **policy years**, the limit of liability shall not exceed **each claim** limit of liability amount shown under Item 3. On the Declarations for the **policy year** in which the **single claim** is first made.

C. Limit of Liability – Aggregate All Claims per Policy year

Notwithstanding the above each claim per policy year limit of liability, the aggregate limit of liability shown under Item 3. Of the DECLARATIONS is the maximum amount of **claim expenses or damages** or both, the Company will pay in a **policy year** for all **claim(s)** made in that **policy year**. This limit appears as excess over any deductible amount.

Once the applicable Limit of Liability has been exhausted, the Company will not defend, pay **damages** or **claim expenses** for any **claim**.

Premium for this policy will be billed and collected in three annual installments, due and payable as follows:

DUE	9/1/2000	\$28,500
DUE	9/1/2001	\$28,500 unless gross receipts exceed 105% of the gross receipts stated in the 2000 application and then the premium due would be determined by applying 4.07 per \$1000 Construction Values times the actual Construction Values stated in the year 2001 anniversary application/report.
DUE	9/1/2002	\$28,500 unless gross receipts exceed 105% of the gross receipts stated in the 2000 application and then the premium due would be determined by applying 4.07 per \$1000 Construction Values times the actual Construction Values stated in the year 2002 anniversary application/report.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.



Authorized Representative

Exhibit L

COUNTY OF LOS ANGELES Department of Public Works Professional Liability Insurance Program

Insurance Program's Claims History

Exhibit "L"

CLAIMS HISTORY
As of April 1, 2003

The Department of Public Works confirms that no claims have been submitted for indemnification from September 1, 2000 to March 31, 2003 under American Home's A&E Professional Liability Insurance Policy.

Exhibit M

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

Sample of Broker Services Agreement

BROKER SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

TABLE OF CONTENTS

Recitals	1
1. Applicable Documents	1
2. Definitions	1
3. Term	1
4. Option to Extend	2
5. Compensation	2
6. County’s Program Manager	2
7. Contractor’s Contract Manager	2
8. Contractor Personnel	2
9. Contractor Services	3
10. Contractor Availability	5
11. Contractor’s Financial Statement	5
12. Changes and Amendments	6
13. Termination for Convenience of the County	6
14. Record Retention and Inspection	7
15. Adjustment to Payments Following Audit	8
16. Limitation of the County’s Obligation Due to Non-Appropriation	8
17. Independent Contractor Status	8
18. Indemnification	8
19. General Insurance Requirements	9
20. Insurance Coverage Requirements	9
21. Covenant Against Contingent Fees	10
22. Governing Laws	10
23. Compliance with Laws	11
24. Liquidated Damages	12
25. Termination for Default of Contractor	12
26. Termination for Non-Appropriation of Funds	13
27. Delegation and Assignment	13
28. Termination for Improper Consideration	14
29. Disclosure of Information	14
30. Notice of Delays	14
31. Validity	15
32. Waiver	15
33. Default for Insolvency	15
34. Notices	15
35. Nonexclusive Contract	16
36. Nondiscrimination in Employment	16
37. Nondiscrimination in Services	17
38. Assurance of Compliance with Civil Rights Laws	17
39. Conflict of Interest	17

40.	Confidentiality	18
41.	Authorization Warranty	18
42.	Merger	18
43.	Licenses, Permits, Registrations and Certificates	18
44.	Contractor's Office	18
45.	Unlawful Solicitation	18
46.	Improper Acts or Failure to Act	19
47.	County Lobbyist Ordinance	19
48.	County's Right to Renegotiate Contract	19
49.	Consideration of Hiring County Employees Targeted for Layoffs	19
50.	Consideration of Hiring Participants of the GAIN Program	19
51.	County's Quality Assurance Plan	20
52.	Contractor's Warranty of Adherence to County's Child Support Compliance Program	20
53.	Termination for Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program	20
54.	Notice to Employees Regarding the Federal Earned Income Credit	21
55.	Contractor Responsibility and Debarment	21
56.	Recycled Bond Paper	22
56.	Jury Service Program Compliance	22
57.	Notice to Employees Regarding the Safely Surrendered Baby Law	23
	Signatures	24

Exhibit A Request for Proposals (Not Attached)

Exhibit B Bid Specifications (Not Attached)

Exhibit C Proposal of , 2003 (Not Attached)

COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program
Broker Services Agreement

This Contract is made and entered into this first day of September, Two Thousand Three, BY AND BETWEEN COUNTY OF LOS ANGELES, a body corporate and politic, referred to as "COUNTY" and _____, referred to as "CONTRACTOR," doing business at _____.

1. **APPLICABLE DOCUMENTS** - This Contract and the Attachments listed below form the entire agreement between the parties. Any conflict in the terms of the agreement shall be resolved by giving preference first to the provisions of the Contract, then the Request for Proposal, and then the Contractor's Proposal dated _____, 2003.

EXHIBITS

- A . Request for Proposal (RFP) for the Appointment of Broker of Record to the Insurance Programs released April 2, 2003, (Incorporated, but not attached).
- B . Proposal of Contractor dated _____, 2003 (Incorporated, but not attached).

2. **DEFINITIONS**

- 2.1 **Broker of Record**: The brokerage firm selected through a competitive RFP process to place coverage and administer a County insurance program for a designated period, also referred to as Contractor herein.
- 2.2 **Commission**: A percentage of the amount of the insurance premium to be paid to the Contractor as full compensation for the placement and on-going administration of a County insurance program.
- 2.3 **Insurance Premium**: The amount due in one sum or periodically for an insurance policy.
- 2.4 **Policy Period**: The period that the policy is in effect. Generally, the policy period is for a 12 month period but may be negotiated for longer periods.

3. **TERM**

- 3.1 The term of this Contract shall commence on September 1, 2003 and shall continue in full force and effect until September 1, 2006.
- 3.2 In the event of expiration or prior termination of the term of this Contract, the contractor shall fully cooperate with County to provide for the transition to

whatever service replacement method the County determines to be in its best interest.

4. **OPTION TO EXTEND** - The County shall have the option to extend this Contract for two (2) additional one-year terms. County Program Manager shall give ninety (90) days prior written notice to Contractor of County's intention to exercise said option. Each one year extension will be at the sole option of the County Program Manager and conditioned on (1) satisfaction of the County Program Manager and DPW with broker services and (2) the premium does not increase more than 10% for any given policy renewal or a total of 20% for the last 2 policy renewals.

Notwithstanding the giving of such notice, any option to extend this Contract shall be subject to approval by both the County Program Manager and Contractor and shall include the terms and conditions set forth herein.

5. **COMPENSATION** - Contractor shall be compensated for all its services based on the commissions agreed to by the insurers, as described in Contractor's proposal. All invoices submitted to the County Program Manager of the policy premium and commission must identify these respective amounts.

The commission paid to the Contractor shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Contractor. Contractor shall provide any supporting documents required by the County Program Manager to approve the invoice and issue payment within 30 days of receipt of invoice or supporting documents. The commission shall not exceed ____% of the total policy premium and any commission in excess of this percentage amount will be rebated to the County by the Contractor.

6. **COUNTY'S PROGRAM MANAGER** - The County's Program Manager for this Contract shall be the Chief Administrative Officer (CAO). All work performed by contractor under this Contract shall be subject to approval by the County's Program Manager or his designee(s), who shall be responsible for on-going evaluation of contractor's performance and have full authority to direct the contractor in areas relating to procedural requirements and other matters within the purview of this Contract.
7. **CONTRACTOR'S CONTRACT MANAGER** - Contractor's Contract Manager shall be: a full-time employee of Contractor, and any replacement of this manager shall be subject to written approval by the County's Program Manager. He or she shall have overall responsibility for the performance of Contractor's activities under this contract and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this contract.
8. **CONTRACTOR PERSONNEL** - The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the RFP and Contractor's Proposal dated _____, 2003. The Contractor will ensure that its staff possesses the required professional licenses and certificates, if any, required by State of California, and a sufficient number of competent personnel to adequately perform

Contractor's Services, as described in Section 9 herein, on a timely basis. The County may assess liquidated damages against the Contractor as specified in Section 24 of this contract.

The County reserves the right to require replacement of the Contractor's personnel. The Contractor also shall provide County with two weeks notice (10 business days) of any proposed changes in the Contractor's assigned personnel. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

9. **CONTRACTOR SERVICES** - Contractor shall provide the services required by the County including but not limited to the following:

9.1 Renewal of Coverages

- (a.) Design, market, obtain quotations, evaluate insurers' financial status and place required insurance coverage with financially secure companies.
- (b.) Structure insurance programs to eliminate gaps or overlaps in policies and to provide the limits and coverages requested by the County, to the extent such coverages and limits are available.

9.2 Administration of Policy(ies)

- (a.) Review insurance binders, policies, endorsements, certificates and other documents to ensure work is complete and accurate and to advise of and correct any deficiency or non-compliance, if possible.
- (b.) Monitor insurer's financial status, advise immediately of any downgrading of insurer's financial status, evaluate impact to the County and the actions to be taken to protect the County's interest.
- (c.) Provide early warning of rate and coverage changes and probable impact on County's program. Recommend coverage changes, when indicated.
- (d.) Service each policy issued under this program to the County. This includes, but is not limited to, processing all changes and endorsements and verifying the accuracy of invoices.
- (e.) Provide assistance with coverage questions, and consult with County regarding the coverages placed.
- (f.) Process in a timely manner and be responsible for any funds to or from the County (except contractor fees) that are entrusted to the Contractor until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond this agreement's expiration date until all

the entrusted funds are received by the payees.

- (g.) Recommend methods or procedures that would more efficiently expedite the flow of information and documents.
- (h.) Provide a variety of periodic reports as required by the County to enable analysis of coverages, compliance with insurance requirements and monitoring of claims and coverage limits. The reports shall include but not be limited to updating of insured values, listing of claims, allocation of premiums, listing of certificates issued, update and listing of insured facilities, etc.
- (i.) Assist with insurance policy wording changes to meet the needs of the County when necessary.
- (j.) Provide a stewardship report that chronicles the broker's activities during the policy year and projects or recommends activities for the remaining and coming policy year. The report should be provided as required by the County's Program Manager or his designee.

9.3 Claims Services - Assist the County in management of claims by providing the full range of claims services. This would include, at a minimum, the following:

- (a.) Assist County in management of claims to their conclusion for no additional fee by providing the full range of claims services.
- (b.) Review of the adequacy and timeliness of all loss runs and reports and to make changes as needed.
- (c.) Provide expert assistance on coverage and policy interpretation relative to the claim.
- (d.) Assist the County in resolving all outstanding claim disputes and in obtaining timely payments on all claim payments.
- (e.) Attend meetings regarding the program's claims process or relating to any claim or loss submitted under this insurance program

9.4 Other Services

- (a.) Provide advisement on other coverages if requested by the County.
- (b.) Provide, with the concurrence or at the request of the County's Program Manager, seminars and training sessions for the benefit of County personnel relating to commercial insurance programs.

10. **CONTRACTOR AVAILABILITY**

- 10.1 Contractor's claims staff shall be accessible twenty-four hours a day, seven days a week to the County Program Manager and/or other County staff for emergency consultation and immediate reporting of losses.
- 10.2 Contractor shall maintain normal office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.

11. **CONTRACTOR'S FINANCIAL STATEMENT**

- 11.1 Contractor shall submit their most current audited financial statements or a performance bond no later than 90 days prior to the annual insurance policy renewal or placement of a new policy. The broker will also provide any additional information required by the Auditor-Controller to confirm that the Contractor has the financial capability of maintaining the services necessary for the efficient administration of this insurance program.
- 11.2 The County will assess the financial statements of the Contractor and assign one of the following ratings as to its financial status: Excellent-Good, Fair or Poor. Based on this assessment, the following actions will be taken:
 - (a.) An Excellent-Good rating - Contractor shall continue to provide a full range of services, including handling of premium and settlement payments.
 - (b.) A Fair rating - Contractor will provide a Premium Payment Bond for the full amount of the premium and a Performance Bond in the amount of its annual commission as required by the County's Program Manager. Contractor will continue to provide the required services except all premium payments due from the County will be directly processed by the County to the insurer(s) until the required bonds are provided. If the County processes the premium payment(s), Contractor will reimburse the County for its total cost as determined by the County including any administrative and accounting cost to arrange, issue, and reissue (if required) each check. At the sole discretion of the County, it may charge a flat fee of \$250 for each check it issues which would include any re-issuance cost. The County may deduct this cost from any commission owed the Contractor.
 - (c.) A Poor rating - Contractor will fully cooperate with County in transferring this insurance program to the brokerage firm designated by the County. In addition to Section 25 of this contract, ***Termination for Default of Contractor***, Contractor will return to the County any unearned commission, as determined by County, within 30 days of receiving notice of a Poor rating.

12. **CHANGES AND AMENDMENTS** - The County reserves the right to change any portion of this Agreement. All changes shall be accomplished as follows:

- 12.1 For any changes which affect the scope of work, term, compensation, or any provision included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.
- 12.2 For any change which does not affect the scope of work, term, compensation, or any provision included in this Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

13. **TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 13.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor a ten (10) day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective. Said Notice of Termination shall be given by the County Program Manager.
- 13.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
 - (a.) Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 - (b.) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - (c.) Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
 - (d.) In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within 30 days of the receipt of such notice, including any refund that may be due the County.
- 13.3 Subject to the provisions of the paragraph immediately above, the County

and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. A said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

14. **RECORD RETENTION AND INSPECTION** - Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is earlier.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such location as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a 100 mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

15. **ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT** - If, at any time during the term of this Agreement or five (5) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1)

repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments due hereunder to the Contractor. If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the consultant, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

16. **LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION** - The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.
17. **INDEPENDENT CONTRACTOR STATUS** - This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.
18. **INDEMNIFICATION** - Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.
19. **GENERAL INSURANCE REQUIREMENTS** - Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.
 - 19.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Delta Uyenoyama, Los Angeles

County Risk Management Operations, 3333 Wilshire Blvd., Los Angeles, California 90010, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a.) Specifically identify this Agreement.
- (b.) Clearly evidence all coverages required in this Agreement.
- (c.) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d.) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- (e.) identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

19.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

19.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance

19.4 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- (a.) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (b.) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (c.) any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- (d.) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to

Contractor under the terms of this Agreement.

- 19.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 19.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- (a.) Contractor providing evidence of insurance covering the activities of sub-contractors, or
 - (b.) Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

20. **INSURANCE COVERAGE REQUIREMENTS:**

- 20.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- | | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
- 20.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- 20.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 20.4 **Professional Liability:** Insurance covering liability arising from any error,

omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

21. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
22. **GOVERNING LAWS** - This contract shall be construed in accordance with and governed by the laws of the State of California.
23. **COMPLIANCE WITH LAWS**
 - 23.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
 - 23.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Consultant of such laws, rules, regulations and ordinances.
24. **LIQUIDATED DAMAGES** - If Contractor fails to provide the cost and coverages as guaranteed or proposed, Contractor agrees to pay the County all costs, as determined by the County, to remedy the coverage to the satisfaction of the County's Program Manager and may be assessed up to 20% of the commission as determined by the County's Program Manager.

If Contractor fails to perform agreed services or perform such services within the time specified in accordance with the terms of this Contract, County shall reduce contractor's billing by an amount to be determined by the County Program Manager but not to exceed 20% of the commission for each noted deficiency.

As provided under this Contract, County's Program Manager shall serve written notice upon contractor of any deficiency noted. Contractor shall have up to ten (10) calendar days after receipt of deficiency notice to remedy deficiency before liquidated damages are assessed.
25. **TERMINATION FOR DEFAULT OF CONTRACTOR**

- 25.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure
- 25.2 In the event the Contract is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.
- 25.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."
26. **TERMINATION FOR NON-APPROPRIATION OF FUNDS** - County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.
- County shall make a good faith effort to notify Contractor, in writing, of such non-appropriation at the earliest time.
27. **DELEGATION AND ASSIGNMENT** - The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.
- 27.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:
- (a.) A description of the services to be provided by a proposed subcontractor.
 - (b.) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
 - (c.) The proposed subcontract amount, together with the Contractor's cost or

price analysis thereof.

- (d.) A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

27.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event, shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

28. **TERMINATION FOR IMPROPER CONSIDERATION** - The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

29. **DISCLOSURE OF INFORMATION** - The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

29.1 The Contractor shall develop all publicity material in a professional manner.

29.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles,

using the name of the County without the County's prior consent.

- 29.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.
30. **NOTICE OF DELAYS** - Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.
31. **VALIDITY** - The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
32. **WAIVER** - No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.
33. **DEFAULT FOR INSOLVENCY**
- 33.1 The County may cancel this Agreement for default in the event of the occurrence of any of the following:
- (a.) Insolvency of the Contractor. The Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
 - (b.) The filing of a voluntary petition to bankruptcy.
 - (c.) The appointment of a Receiver or Trustee for the Contractor.
 - (d.) The execution by the Contractor of an assignment for the benefit of creditors.
- 33.2 The remedies reserved to the County herein shall be cumulative and additional to any other remedies provided in law or equity.
34. **NOTICES**

- 34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated in this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Rocky Armfield, County Risk Manager
Chief Administrative Officer
3333 Wilshire Blvd., Suite 820
Los Angeles, California 90010

- 34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.
35. **NON-EXCLUSIVE CONTRACT** - This is a non-exclusive contract. The County reserves the right to contract with any and all successful proposers for the same or similar services.

36. **NON-DISCRIMINATION IN EMPLOYMENT**

- 36.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 36.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 36.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental handicap, marital status, or political affiliation.
- 36.4 The Contractor shall allow the County's representative access to its

employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

- 36.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement
37. **NON-DISCRIMINATION IN SERVICES** - The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.
- 37.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.
- 37.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.
38. **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS** - The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
39. **CONFLICT OF INTEREST** - The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or

does or shall have any direct or indirect financial interest in this Agreement.

40. **CONFIDENTIALITY** - The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit 4). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.
41. **AUTHORIZATION WARRANTY** - The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished
42. **MERGER** - This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
43. **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES** - The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.
44. **CONTRACTOR'S OFFICE** - The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location, at least thirty (30) calendar days prior to the effective date.
45. **UNLAWFUL SOLICITATION**
 - 45.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

- 45.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Consultant must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Attachment F).
46. **IMPROPER ACTS OR FAILURE TO ACT** - The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.
- Contractor shall not be required to reimburse the County if the Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.
47. **COUNTY LOBBYIST ORDINANCE** - The Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement
48. **COUNTY'S RIGHT TO RENEGOTIATE CONTRACT** - The County retains the right to renegotiate the terms, conditions and fees during the period of the contract if such renegotiation is necessitated by budget shortfalls and reductions
49. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS** - Should the Contractor require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff after the effective date of this contract.
50. **CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT** -Should contractor require additional or replacement personnel after the effective date of this Contract, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. County will refer GAIN/GROW

participants, by job category, to contractor.

51. **COUNTY'S QUALITY ASSURANCE PLAN** - The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement
52. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** - Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** - Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 51, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by contractor under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this agreement pursuant to Paragraphs 23.0 - 23.3, "Termination for Default of Contractor."
54. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT** - Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned income credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in , Internal Revenue Service Notice 1015, Attachment I also available on the internet at

55. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 55.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 55.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- 55.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity
- 55.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 55.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal
- 55.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

56. **RECYCLED BOND PAPER** - Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor

Agrees to use recycled-content paper to the maximum extent possible on this Contract.

57. **JURY SERVICE PROGRAM COMPLIANCE** - This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.1 Written Employee Jury Service Policy:

- (a.) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor , on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- (b.) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
- (c.) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written

policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- (d.) Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

- 58. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW** - Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available for printing at www.babysafela.org.

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

CONTRACTOR

By _____

(Title)

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

Exhibit N

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

Premium/Broker Compensation Quote Sheet

EXHIBIT "N"

**DPW PROFESSIONAL LIABILITY INSURANCE PROGRAM
PREMIUM/BROKER COMPENSATION QUOTE SHEET**

The County request the following quotes. Proposers are to provide their best professional premium quote based on their assessments and discussions with underwriters on pricing estimations, market conditions, and alternative program structures.

Coverage Limit	Deductible	Estimated Premium (include taxes & fees)	Broker Compensation/ Commission Percentage	Total Projected Premium
\$5 million	\$100,000			
\$5 million	\$250,000			
\$10 million	\$250,000			
\$10 million	\$500,000			

EXCEPTIONS

List any exceptions to the minimum requirements listed under the Proposed Commercial Insurance Requirements Section of this RFP (use extra sheet if necessary).

Name of Proposer

Signature of Authorized Corporate Officer

Date

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

Los Angeles County Community Business Enterprise (LAC/CBE) Forms

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

I. **TYPE OF BUSINESS STRUCTURE:** _____

(Non-profit, corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. **TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** _____

III. **RACE/ETHNIC COMPOSITION OF FIRM** (Partners, Associates Partners, Managers, Staff, Etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White				

IV. **PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

	M	W	D	DV	Expiration Date	
Agency						
Agency						
Agency						
Agency						
Agency						

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veteran

CBE SANCTIONS

It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm _____

Signature _____ Title _____

Date _____

COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program

Child Support Compliance Program Certification (CSCP)

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 91109
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.

II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

(CSCP CERTIFICATION)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

(CCC FORM)

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

No Conflict of Interest Certificate

CERTIFICATION OF "NO CONFLICT OF INTEREST"

Los Angeles County Code Chapter 2.180.010, "Contracts Prohibited," sets forth the following:

Section 2.180.010: **CONTRACTS PROHIBITED**

Notwithstanding any other section of the code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist, which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-section (a), and who were 1) employed in positions of substantial responsibility in the area of service to be performed by the contract; or 2) participated in any way in developing the contract or its service specifications;

and

4. Profit making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major shareholders.

The contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within the scope of the Los Angeles County Code, Section 2.180.010, as outlined above.

Signature _____

Printed Name and Title _____

Date _____

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

**Familiarity of the County Lobbyist Ordinance
Certification**

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature _____ Date _____

COUNTY OF LOS ANGELES

Department of Public Works Professional Liability Insurance Program

Bidder's/Offeror's EEO Certification

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

General

In accordance with Section 22001, Administrative Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and shall be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

Contractor's Certification

- A. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.
☐ **YES** ☐ **NO**
- B. The Contractor periodically conducts a self analysis on utilization of its work force.
☐ **YES** ☐ **NO**
- C. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.
☐ **YES** ☐ **NO**
- D. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals and timetables.
☐ **YES** ☐ **NO**

Signature _____

Print Name and Title _____

Date _____

COUNTY OF LOS ANGELES

Department of Public Works Professional Liability Insurance Program

Confidentiality Acknowledgment and Agreement

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employer acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____ and the County of Los Angeles.

Confidentiality Agreement

As an employee of _____, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons or entities represented by the Office of the County Counsel. The County Counsel's office or designated private law firm has a confidential attorney/client relationship with its clients. All personnel who perform services pursuant to this agreement are bound by that confidential relationship, which is set forth in the California Evidence Code, Article 3, and the California Code of Professional Responsibility. In addition, the County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

" . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

" . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____

Exhibit U

COUNTY OF LOS ANGELES

Department of Public Works Professional Liability Insurance Program

Jury Service Program Forms

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address		
City	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**COUNTY OF LOS ANGELES
Department of Public Works Professional Liability Insurance Program**

Proposal's Last Page

PROPOSAL'S LAST PAGE

PRESENTATION AND CERTIFICATIONS
Certification of Independent Price Determination

1. By submission of this Proposal, the potential contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication or agreement with any other proposer or competitor for the purposes of restricting competition.
2. List and attach the names of all joint ventures, partners, sub-contractors or others having any right of interest in this contract or the proceeds thereof.

This page shall include the signature of the person(s) authorized to bind the applicant in a contract.

(Corporate Name)

(Firm Name)

BY: _____
(Signature)

(Typed Name and Title of Signature)

BY: _____
(Signature)

(Typed Name and Title of Signature)

Los Angeles, California

Date: _____

Address: _____

City: _____

Phone: _____

Shubin, Ardis

From: Sartori, Debra
Sent: Monday, March 24, 2003 3:27 PM
To: 'RGRANBO@counsel.co.la.ca.us'
Cc: Shubin, Ardis; Yue, Maxine; Uyenoyama, Delta
Subject: Thomas case

I have been informed that today, Jackie White in CAO Budget & Operations Management Branch, Finance, approved use of J&D funds for payment of the above case costs.

Debra Sartori
CAO, Risk Management Operations
Tele: (213) 351-5364
Fax : (213) 252-0404
3333 Wilshire Blvd., Room 820, Los Angeles, CA 90010